

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

2 **HELIX ELECTRIC OF NEVADA, LLC**

3 Appellant/Cross-Respondent

4 vs.

5 **APCO CONSTRUCTION, INC., A**
6 **NEVADA CORPORATION,**

7 Respondent/Cross-Appellant.

Case No. 80508

District Court Case No. A696429

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Elizabeth A. Brown
Clerk of Supreme Court

8 **APPENDIX TO DOCKETING STATEMENT**
9 **VOLUME 3**

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**APPENDIX TO DOCKETING STATEMENT
VOLUME 3**

EX.	DOCUMENTS	BATES STAMP NO.	VOL.
1.	Eighth Judicial District Court Docket in Case No. A587168 and consolidated cases in A571228 (PART 1 of 2)	0001-0595	1, 2 & 3
2.	Notice of Entry of Order and Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part, (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part, (4) Granting Plaintiff In Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	0596-0610	3
3.	Chart outlining each the claims brought by and against the parties to Eighth Judicial District Court Case No. A587168 and how each claim was resolved	0611-0628	3
4.	Accuracy Glass & Mirror Co.'s First Amended Complaint	0629-0644	3
5.	APCO Construction, Inc.'s Counter and Claim Claims to Interstate Plumbing and Air Conditioning. Inc.'s Third Party Complaint	0645-0669	3
6.	Bruin Painting Corp.'s Third Party Complaint	0670-0682	3
7.	Cactus Rose Construction, Inc.'s Third Party Complaint dated April 1, 2010	0683-0696	3
8.	Camco Pacific Construction Co.'s Answer and Counterclaim re: Dave Peterson Framing	0697-0721	3
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1	10.	Camco Pacific Construction Co.'s Answer and Counterclaim re: Accuracy Glass	0745-0764	4
2	11.	Camco Pacific Construction Co.'s Answer and Counterclaim re: Bruin Painting	0765-0784	4
3	12.	Camco Pacific Construction Co.'s Answer and Counterclaim re: WRG Design, Inc.	0785-0805	4
4	13.	Camco Pacific Construction Co.'s Answer and Counterclaim re: Cactus Rose Construction	0806-0823	4
5	14.	Camco Pacific Construction Co.'s Answer and Counterclaim re: Heinaman Contract Glazing	0824-0844	4
6	15.	Camco Pacific Construction Co.'s Amended Answer and Counterclaim re: HD Supply & Waterworks	0845-0851	4
7				
8	16.	HD Supply Waterworks, LP's Third Party Complaint	0852-0869	4
9	17.	Helix Electric of Nevada, LLC's Third Party Complaint	0870-0885	4
10	18.	Heinaman Contract Glazing's Third Party Complaint	0886-0898	4
11	19.	Interstate Plumbing and Air Conditioning, LLC's Third Party Complaint	0899-0916	4
12	20.	WRG Design, Inc.'s Third Party Complaint	0917-0933	4
13	21.	April 5, 2010 Voluntary Dismissal	0934-0941	4
14	22.	May 26, 2010 Order Striking Gemstone's Answer and Counterclaims and Entering Default	0942-0944	4
15	23.	May 7, 2012 Order and Judgement on Scott Financial's Motion for Summary Judgment as to Priority of Liens	0945-0958	4
16	24.	April 4, 2013 Stipulation and Order to Dismiss	0959-0969	5
17	25.	October 7, 2016 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order	0970-0974	5
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1	26.	September 20, 2017 Order Granting Plaintiff's Motion to Dismiss	0975-0977	5
2	27.	September 20, 2017 Stipulation and Order of Dismissal of All Claims Relating to Cardno WRG, Inc.	0978-0981	5
3	28.	February 5, 2018 Stipulation and Order to Dismiss Third Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction With Prejudice	0982-0984	5
4	29.	April 25, 2018 4.25.18 Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	0985-1056	5
5	30.	April 26, 2018 Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	1057-1069	5
6	31.	April 26, 2018 Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	1070-1083	5
7	32.	April 26, 2018 Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	1084-1094	5
8	33.	July 19, 2018 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal	1095-1097	5
9	34.	July 26, 2018 Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	1098-1100	5
10	35.	Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	1101-1108	5
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/s/ Elizabeth J. Bassett
An employee of Fennemore Craig P.C.

4/13/2010	Efile Payment	Receipt # 2010- 09934- CCCLK	Apco Construction	(\$6.00)
4/13/2010	Transaction Assessment			\$6.00
4/13/2010	Efile Payment	Receipt # 2010- 09935- CCCLK	Apco Construction	(\$6.00)
4/13/2010	Transaction Assessment			\$6.00
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4/13/2010	Transaction Assessment			\$6.00
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4/16/2010	Transaction Assessment			\$6.00

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4/16/2010	Transaction Assessment			\$6.00
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4/16/2010	Transaction Assessment			\$6.00
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4/16/2010	Transaction Assessment			\$6.00

4/16/2010	Efile Payment	Receipt # 2010- 10910- CCCLK	Apco Construction	(\$6.00)
4/16/2010	Transaction Assessment			\$6.00
4/16/2010	Efile Payment	Receipt # 2010- 10911- CCCLK	Apco Construction	(\$6.00)
4/16/2010	Transaction Assessment			\$6.00
4/16/2010	Efile Payment	Receipt # 2010- 10912- CCCLK	Apco Construction	(\$6.00)
4/16/2010	Transaction Assessment			\$6.00
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4/16/2010	Transaction Assessment			\$6.00
4/16/2010	Efile Payment	Receipt # 2010- 10914- CCCLK	Apco Construction	(\$6.00)
4/16/2010	Transaction Assessment			\$6.00
4/16/2010	Efile Payment	Receipt # 2010- 10915- CCCLK	Apco Construction	(\$6.00)
4/16/2010	Transaction Assessment			\$6.00
4/16/2010	Efile Payment	Receipt # 2010- 10916- CCCLK	Apco Construction	(\$6.00)
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4/16/2010	Payment (Window)	Receipt # 2010- 22821- FAM	T James Truman & Associates	(\$12.00)
4/16/2010	Transaction Assessment			\$3.00
4/16/2010	Payment (Window)	Receipt # 2010- 22843- FAM	T James Truman & Associates	(\$3.00)
4/19/2010	Transaction Assessment			\$6.00
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4/19/2010	Transaction Assessment			\$6.00
4/19/2010	Efile Payment	Receipt # 2010- 11284- CCCLK	Apco Construction	(\$6.00)
4/19/2010	Transaction Assessment			\$6.00
4/19/2010	Efile Payment	Receipt # 2010- 11285- CCCLK	Apco Construction	(\$6.00)
4/19/2010	Transaction Assessment			\$6.00
4/19/2010	Efile Payment	Receipt # 2010- 11286- CCCLK	Apco Construction	(\$6.00)
4/27/2010	Transaction Assessment			\$6.00
4/27/2010	Efile Payment	Receipt # 2010- 12554- CCCLK	Apco Construction	(\$6.00)
4/27/2010	Transaction Assessment			\$6.00

4/27/2010	Efile Payment	Receipt # 2010- 12555- CCCLK	Apco Construction	(\$6.00)
4/28/2010	Transaction Assessment			\$10.00
4/28/2010	Efile Payment	Receipt # 2010- 12870- CCCLK	Apco Construction	(\$10.00)
4/28/2010	Transaction Assessment			\$10.00
4/28/2010	Efile Payment	Receipt # 2010- 12871- CCCLK	Apco Construction	(\$10.00)
6/22/2010	Transaction Assessment			\$200.00
6/22/2010	Efile Payment	Receipt # 2010- 24659- CCCLK	Apco Construction	(\$200.00)
7/9/2010	Transaction Assessment			\$200.00
7/9/2010	Efile Payment	Receipt # 2010- 28651- CCCLK	Apco Construction	(\$200.00)
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8/30/2010	Payment (Window)	Receipt # 2010- 44107- FAM	Dixon Truman Fisher & Clifford	(\$3.00)
6/6/2012	Transaction Assessment			\$5.00
6/6/2012	Payment (Window)	Receipt # 2012- 71258- CCCLK	Dixon Truman Fisher & Clifford	(\$5.00)
7/6/2012	Transaction Assessment			\$3.50

7/6/2012	Efile Payment	Receipt # 2012- 85450- CCCLK	Apco Construction	(\$3.50)
7/18/2012	Transaction Assessment			\$22.00
7/18/2012	Payment (Window)	Receipt # 2012- 90177- CCCLK	Peel & Brimley	(\$22.00)
7/18/2012	Transaction Assessment			\$33.00
7/18/2012	Payment (Window)	Receipt # 2012- 90189- CCCLK	Peel & Brimley	(\$33.00)
12/12/2012	Transaction Assessment			\$9.00
12/12/2012	Payment (Window)	Receipt # 2012- 152184- CCCLK	LEE MOHEN	(\$9.00)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19772- CCCLK	Apco Construction	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19774- CCCLK	Apco Construction	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19778- CCCLK	Apco Construction	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50

2/15/2013	Efile Payment	Receipt # 2013- 19790- CCCLK	Apco Construction	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19792- CCCLK	Apco Construction	(\$3.50)
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2/15/2013	Efile Payment	Receipt # 2013- 19794- CCCLK	Apco Construction	(\$3.50)
2/28/2013	Transaction Assessment			\$20.00
2/28/2013	Payment (Window)	Receipt # 2013- 24798- CCCLK	Dixon Truman Fisher & Clifford	(\$20.00)
3/11/2013	Transaction Assessment			\$10.00
3/11/2013	Payment (Window)	Receipt # 2013- 29119- CCCLK	Dixon Truman Fisher & Clifford	(\$10.00)
3/27/2013	Transaction Assessment			\$10.00
3/27/2013	Payment (Window)	Receipt # 2013- 37341- CCCLK	Dixon Truman Fisher & Clifford	(\$10.00)
5/20/2013	Transaction Assessment			\$20.00
5/20/2013	Payment (Window)	Receipt # 2013- 61451- CCCLK	Meier & Fine, LLC	(\$20.00)
5/21/2013	Transaction Assessment			\$10.00

5/21/2013	Payment (Window)	Receipt # 2013- 62135- CCCLK	American Legal Investigation	(\$10.00)
3/18/2014	Transaction Assessment			\$3.50
3/18/2014	Efile Payment	Receipt # 2014- 31944- CCCLK	Apco Construction	(\$3.50)
4/5/2016	Transaction Assessment			\$3.50
4/5/2016	Efile Payment	Receipt # 2016- 33556- CCCLK	Apco Construction	(\$3.50)
5/9/2016	Transaction Assessment			\$3.50
5/9/2016	Efile Payment	Receipt # 2016- 44796- CCCLK	Apco Construction	(\$3.50)
6/1/2016	Transaction Assessment			\$3.50
6/1/2016	Efile Payment	Receipt # 2016- 52392- CCCLK	Apco Construction	(\$3.50)
6/7/2016	Transaction Assessment			\$203.50
6/7/2016	Efile Payment	Receipt # 2016- 54407- CCCLK	Apco Construction	(\$200.00)
6/7/2016	Efile Payment	Receipt # 2016- 54408- CCCLK	Apco Construction	(\$3.50)
6/7/2016	Transaction Assessment			\$3.50
6/7/2016	Efile Payment	Receipt # 2016- 54410- CCCLK	Apco Construction	(\$3.50)

6/9/2016	Transaction Assessment			\$3.50
6/9/2016	Efile Payment	Receipt # 2016- 55595- CCCLK	Apco Construction	(\$3.50)
6/13/2016	Transaction Assessment			\$3.50
6/13/2016	Efile Payment	Receipt # 2016- 56398- CCCLK	Apco Construction	(\$3.50)
7/1/2016	Transaction Assessment			\$3.50
7/1/2016	Efile Payment	Receipt # 2016- 63555- CCCLK	Apco Construction	(\$3.50)
7/1/2016	Transaction Assessment			\$3.50
7/1/2016	Efile Payment	Receipt # 2016- 63702- CCCLK	Apco Construction	(\$3.50)
3/17/2017	Transaction Assessment			\$203.50
3/17/2017	Efile Payment	Receipt # 2017- 25896- CCCLK	Apco Construction	(\$200.00)
3/17/2017	Efile Payment	Receipt # 2017- 25897- CCCLK	Apco Construction	(\$3.50)
4/10/2017	Transaction Assessment			\$3.50
4/10/2017	Efile Payment	Receipt # 2017- 33488- CCCLK	Apco Construction	(\$3.50)
5/25/2017	Transaction Assessment			\$3.50

5/25/2017	Efile Payment	Receipt # 2017- 46023- CCCLK	Apco Construction	(\$3.50)
5/26/2017	Transaction Assessment			\$3.50
5/26/2017	Efile Payment	Receipt # 2017- 46146- CCCLK	Apco Construction	(\$3.50)
6/9/2017	Transaction Assessment			\$0.50
6/9/2017	Payment (Window)	Receipt # 2017- 49503- CCCLK	Stephen Kopolow Attorney	(\$0.50)
6/20/2017	Transaction Assessment			\$3.50
6/20/2017	Efile Payment	Receipt # 2017- 51596- CCCLK	Apco Construction	(\$3.50)
6/21/2017	Transaction Assessment			\$3.50
6/21/2017	Efile Payment	Receipt # 2017- 51974- CCCLK	Apco Construction	(\$3.50)
6/27/2017	Transaction Assessment			\$203.50
6/27/2017	Efile Payment	Receipt # 2017- 53265- CCCLK	Apco Construction	(\$203.50)
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8/2/2017	Efile Payment	Receipt # 2017- 61590- CCCLK	Apco Construction	(\$3.50)
8/22/2017	Transaction Assessment			\$3.50

8/22/2017	Efile Payment	Receipt # 2017- 66175- CCCLK	Apco Construction	(\$3.50)
8/22/2017	Transaction Assessment			\$3.50
8/22/2017	Efile Payment	Receipt # 2017- 66179- CCCLK	Apco Construction	(\$3.50)
9/21/2017	Transaction Assessment			\$3.50
9/21/2017	Efile Payment	Receipt # 2017- 73371- CCCLK	Apco Construction	(\$3.50)
9/21/2017	Transaction Assessment			\$3.50
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10/30/2017	Transaction Assessment			\$3.50
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11/7/2017	Transaction Assessment			\$3.50
11/7/2017	Efile Payment	Receipt # 2017- 84287- CCCLK	Apco Construction	(\$3.50)
11/7/2017	Transaction Assessment			\$3.50

11/7/2017	Efile Payment	Receipt # 2017- 84449- CCCLK	Apco Construction	(\$3.50)
1/11/2018	Transaction Assessment			\$3.50
1/11/2018	Efile Payment	Receipt # 2018- 02741- CCCLK	Apco Construction	(\$3.50)
1/16/2018	Transaction Assessment			\$3.50
1/16/2018	Efile Payment	Receipt # 2018- 03127- CCCLK	Apco Construction	(\$3.50)
2/20/2018	Transaction Assessment			\$27.50
2/20/2018	Efile Payment	Receipt # 2018- 12275- CCCLK	Apco Construction	(\$27.50)
5/18/2018	Transaction Assessment			\$3.00
5/18/2018	Payment (Window)	Receipt # 2018- 33955- CCCLK	T. James Truman & Associates	(\$3.00)
5/24/2018	Transaction Assessment			\$5.00
5/24/2018	Payment (Window)	Receipt # 2018- 35495- CCCLK	American Legal Investigation Services Nevada Inc.	(\$5.00)
5/25/2018	Transaction Assessment			\$3.50
5/25/2018	Efile Payment	Receipt # 2018- 35664- CCCLK	Apco Construction	(\$3.50)
5/25/2018	Transaction Assessment			\$3.50

5/25/2018	Efile Payment	Receipt # 2018- 35755- CCCLK	Apco Construction	(\$3.50)
6/8/2018	Transaction Assessment			\$3.50
6/8/2018	Efile Payment	Receipt # 2018- 38693- CCCLK	Apco Construction	(\$3.50)
6/18/2018	Transaction Assessment			\$3.50
6/18/2018	Efile Payment	Receipt # 2018- 40333- CCCLK	Apco Construction	(\$3.50)
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8/8/2018	Transaction Assessment			\$3.50
8/8/2018	Efile Payment	Receipt # 2018- 52720- CCCLK	Apco Construction	(\$3.50)
10/29/2018	Transaction Assessment			\$27.50
10/29/2018	Efile Payment	Receipt # 2018- 71508- CCCLK	Apco Construction	(\$27.50)
10/30/2018	Transaction Assessment			\$3.50

10/30/2018	Efile Payment	Receipt # 2018- 72097- CCCLK	Apco Construction	(\$3.50)
3/12/2019	Transaction Assessment			\$5.50
3/12/2019	Payment (Window)	Receipt # 2019- 15584- CCCLK	Junes Legal Service, Inc	(\$5.50)
Gemstone Development West Inc				
	Total Financial Assessment			\$222.00
	Total Payments and Credits			\$222.00
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5/4/2009	Payment (Window)	Receipt # 2009- 18685- FAM	Bowler dixon & Twitchell LLP	(\$9.00)
7/29/2009	Transaction Assessment			\$203.00
8/4/2009	Efile Payment	Receipt # 2009- 03738- CCCLK	HOLLAND & HART, LLP	(\$203.00)
5/24/2013	Transaction Assessment			\$5.00
5/24/2013	Transaction Assessment			\$5.00
5/24/2013	Payment (Window)	Receipt # 2013- 63938- CCCLK	American Legal Investigation	(\$10.00)
Scott Financial Corporation				
	Total Financial Assessment			\$1,021.50
	Total Payments and Credits			\$1,021.50
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5/7/2010	Transaction Assessment			\$10.00

5/7/2010	Efile Payment	Receipt # 2010- 15307- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00
5/14/2010	Efile Payment	Receipt # 2010- 16819- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00
5/14/2010	Efile Payment	Receipt # 2010- 16820- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00
5/14/2010	Efile Payment	Receipt # 2010- 16821- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00
5/14/2010	Efile Payment	Receipt # 2010- 16823- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00
5/14/2010	Efile Payment	Receipt # 2010- 16825- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00
5/14/2010	Efile Payment	Receipt # 2010- 16827- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00

5/14/2010	Efile Payment	Receipt # 2010- 16828- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00
5/14/2010	Efile Payment	Receipt # 2010- 16830- CCCLK	Scott Financial Corporation	(\$10.00)
5/14/2010	Transaction Assessment			\$10.00
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6/10/2010	Transaction Assessment			\$210.00

6/10/2010	Efile Payment	Receipt # 2010- 22473- CCCLK	Scott Financial Corporation	(\$210.00)
6/12/2010	Transaction Assessment			\$10.00
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6/12/2010	Efile Payment	Receipt # 2010- 22895- CCCLK	Scott Financial Corporation	(\$10.00)
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6/12/2010	Efile Payment	Receipt # 2010- 22911- CCCLK	Scott Financial Corporation	(\$10.00)
6/16/2010	Transaction Assessment			\$10.00
6/16/2010	Efile Payment	Receipt # 2010- 23410- CCCLK	Scott Financial Corporation	(\$10.00)
6/17/2010	Transaction Assessment			\$10.00
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6/23/2010	Transaction Assessment			\$6.00

6/23/2010	Efile Payment	Receipt # 2010- 24810- CCCLK	Scott Financial Corporation	(\$6.00)
6/25/2010	Transaction Assessment			\$6.00
6/25/2010	Efile Payment	Receipt # 2010- 25260- CCCLK	Scott Financial Corporation	(\$6.00)
6/30/2010	Transaction Assessment			\$10.00
6/30/2010	Efile Payment	Receipt # 2010- 25906- CCCLK	Scott Financial Corporation	(\$10.00)
6/30/2010	Transaction Assessment			\$10.00
6/30/2010	Efile Payment	Receipt # 2010- 25907- CCCLK	Scott Financial Corporation	(\$10.00)
6/30/2010	Transaction Assessment			\$10.00
6/30/2010	Efile Payment	Receipt # 2010- 25908- CCCLK	Scott Financial Corporation	(\$10.00)
7/9/2010	Transaction Assessment			\$10.00
7/9/2010	Efile Payment	Receipt # 2010- 28546- CCCLK	Scott Financial Corporation	(\$10.00)
7/19/2010	Transaction Assessment			\$10.00
7/19/2010	Efile Payment	Receipt # 2010- 30810- CCCLK	Scott Financial Corporation	(\$10.00)
7/22/2010	Transaction Assessment			\$10.00

7/22/2010	Efile Payment	Receipt # 2010- 31997- CCCLK	Scott Financial Corporation	(\$10.00)
9/4/2010	Transaction Assessment			\$10.00
9/4/2010	Efile Payment	Receipt # 2010- 44313- CCCLK	Scott Financial Corporation	(\$10.00)
10/2/2010	Transaction Assessment			\$5.50
10/2/2010	Efile Payment	Receipt # 2010- 51382- CCCLK	Scott Financial Corporation	(\$5.50)
10/5/2010	Transaction Assessment			\$5.50
10/5/2010	Efile Payment	Receipt # 2010- 51919- CCCLK	Scott Financial Corporation	(\$5.50)
12/15/2010	Transaction Assessment			\$5.50
12/15/2010	Efile Payment	Receipt # 2010- 70226- CCCLK	Scott Financial Corporation	(\$5.50)
12/17/2010	Transaction Assessment			\$5.50
12/17/2010	Efile Payment	Receipt # 2010- 70634- CCCLK	Scott Financial Corporation	(\$5.50)
11/7/2011	Transaction Assessment			\$5.50
11/7/2011	Efile Payment	Receipt # 2011- 126523- CCCLK	Scott Financial Corporation	(\$5.50)
11/8/2011	Transaction Assessment			\$5.50

11/8/2011	Efile Payment	Receipt # 2011- 127208- CCCLK	Scott Financial Corporation	(\$5.50)
11/9/2011	Transaction Assessment			\$5.50
11/9/2011	Efile Payment	Receipt # 2011- 127436- CCCLK	Scott Financial Corporation	(\$5.50)
12/13/2011	Transaction Assessment			\$5.50
12/13/2011	Efile Payment	Receipt # 2011- 141761- CCCLK	Scott Financial Corporation	(\$5.50)
12/13/2011	Transaction Assessment			\$5.50
12/13/2011	Efile Payment	Receipt # 2011- 142197- CCCLK	Scott Financial Corporation	(\$5.50)
12/15/2011	Transaction Assessment			\$5.50
12/15/2011	Efile Payment	Receipt # 2011- 142818- CCCLK	Scott Financial Corporation	(\$5.50)
1/13/2012	Transaction Assessment			\$5.50
1/13/2012	Efile Payment	Receipt # 2012- 05434- CCCLK	Scott Financial Corporation	(\$5.50)
1/19/2012	Transaction Assessment			\$5.50
1/19/2012	Efile Payment	Receipt # 2012- 07902- CCCLK	Scott Financial Corporation	(\$5.50)
2/15/2012	Transaction Assessment			\$5.50

2/15/2012	Efile Payment	Receipt # 2012- 21516- CCCLK	Scott Financial Corporation	(\$5.50)
3/6/2012	Transaction Assessment			\$5.50
3/6/2012	Efile Payment	Receipt # 2012- 29995- CCCLK	Scott Financial Corporation	(\$5.50)
3/16/2012	Transaction Assessment			\$5.50
3/16/2012	Efile Payment	Receipt # 2012- 34488- CCCLK	Scott Financial Corporation	(\$5.50)
3/16/2012	Transaction Assessment			\$5.50
3/16/2012	Efile Payment	Receipt # 2012- 34853- CCCLK	Scott Financial Corporation	(\$5.50)
3/20/2012	Transaction Assessment			\$5.50
3/20/2012	Efile Payment	Receipt # 2012- 36471- CCCLK	Scott Financial Corporation	(\$5.50)
5/7/2012	Transaction Assessment			\$5.50
5/7/2012	Efile Payment	Receipt # 2012- 59115- CCCLK	Scott Financial Corporation	(\$5.50)
5/8/2012	Transaction Assessment			\$5.50
5/8/2012	Efile Payment	Receipt # 2012- 59775- CCCLK	Scott Financial Corporation	(\$5.50)
5/30/2012	Transaction Assessment			\$3.50

5/30/2012	Efile Payment	Receipt # 2012- 68537- CCCLK	Scott Financial Corporation	(\$3.50)
5/31/2012	Transaction Assessment			\$3.50
5/31/2012	Efile Payment	Receipt # 2012- 69160- CCCLK	Scott Financial Corporation	(\$3.50)
5/31/2012	Transaction Assessment			\$3.50
5/31/2012	Efile Payment	Receipt # 2012- 69162- CCCLK	Scott Financial Corporation	(\$3.50)
5/31/2012	Transaction Assessment			\$3.50
5/31/2012	Efile Payment	Receipt # 2012- 69166- CCCLK	Scott Financial Corporation	(\$3.50)
5/31/2012	Transaction Assessment			\$3.50
5/31/2012	Efile Payment	Receipt # 2012- 69170- CCCLK	Scott Financial Corporation	(\$3.50)
5/31/2012	Transaction Assessment			\$3.50
6/1/2012	Efile Payment	Receipt # 2012- 69593- CCCLK	Scott Financial Corporation	(\$3.50)
6/1/2012	Transaction Assessment			\$3.50
6/27/2012	Efile Payment	Receipt # 2012- 81300- CCCLK	Scott Financial Corporation	(\$5.50)
6/27/2012	Transaction Assessment			\$5.50
6/28/2012	Efile Payment	Receipt # 2012- 81300- CCCLK	Scott Financial Corporation	(\$5.50)
6/28/2012	Transaction Assessment			\$5.50

6/28/2012	Efile Payment	Receipt # 2012- 81993- CCCLK	Scott Financial Corporation	(\$5.50)
7/3/2012	Transaction Assessment			\$3.50
7/3/2012	Efile Payment	Receipt # 2012- 84038- CCCLK	Scott Financial Corporation	(\$3.50)
8/10/2012	Transaction Assessment			\$5.50
8/10/2012	Efile Payment	Receipt # 2012- 100979- CCCLK	Scott Financial Corporation	(\$5.50)
8/13/2012	Transaction Assessment			\$5.50
8/13/2012	Efile Payment	Receipt # 2012- 101532- CCCLK	Scott Financial Corporation	(\$5.50)
10/30/2012	Transaction Assessment			\$3.50
10/30/2012	Efile Payment	Receipt # 2012- 134288- CCCLK	Scott Financial Corporation	(\$3.50)
1/24/2013	Transaction Assessment			\$3.50
1/24/2013	Efile Payment	Receipt # 2013- 09310- CCCLK	Scott Financial Corporation	(\$3.50)
1/28/2013	Transaction Assessment			\$3.50
1/28/2013	Efile Payment	Receipt # 2013- 11007- CCCLK	Scott Financial Corporation	(\$3.50)
1/29/2013	Transaction Assessment			\$3.50

1/29/2013	Efile Payment	Receipt # 2013- 12083- CCCLK	Scott Financial Corporation	(\$3.50)
1/30/2013	Transaction Assessment			\$3.50
1/30/2013	Efile Payment	Receipt # 2013- 12129- CCCLK	Scott Financial Corporation	(\$3.50)
1/30/2013	Transaction Assessment			\$3.50
1/30/2013	Efile Payment	Receipt # 2013- 12139- CCCLK	Scott Financial Corporation	(\$3.50)
1/30/2013	Transaction Assessment			\$3.50
1/31/2013	Efile Payment	Receipt # 2013- 12849- CCCLK	Scott Financial Corporation	(\$3.50)
1/31/2013	Transaction Assessment			\$3.50
1/31/2013	Efile Payment	Receipt # 2013- 12875- CCCLK	Scott Financial Corporation	(\$3.50)
1/31/2013	Transaction Assessment			\$5.50
1/31/2013	Efile Payment	Receipt # 2013- 13012- CCCLK	Scott Financial Corporation	(\$5.50)
1/31/2013	Transaction Assessment			\$5.50
1/31/2013	Efile Payment	Receipt # 2013- 13362- CCCLK	Scott Financial Corporation	(\$5.50)
2/6/2013	Transaction Assessment			\$3.50

2/6/2013	Efile Payment	Receipt # 2013- 15285- CCCLK	Scott Financial Corporation	(\$3.50)
2/6/2013	Transaction Assessment			\$3.50
2/6/2013	Efile Payment	Receipt # 2013- 15525- CCCLK	Scott Financial Corporation	(\$3.50)
2/6/2013	Transaction Assessment			\$5.50
2/6/2013	Efile Payment	Receipt # 2013- 15806- CCCLK	Scott Financial Corporation	(\$5.50)
2/8/2013	Transaction Assessment			\$3.50
2/8/2013	Efile Payment	Receipt # 2013- 16833- CCCLK	Scott Financial Corporation	(\$3.50)
2/11/2013	Transaction Assessment			\$5.50
2/11/2013	Efile Payment	Receipt # 2013- 17163- CCCLK	Scott Financial Corporation	(\$5.50)
2/12/2013	Transaction Assessment			\$3.50
2/12/2013	Efile Payment	Receipt # 2013- 18186- CCCLK	Scott Financial Corporation	(\$3.50)
2/12/2013	Transaction Assessment			\$3.50
2/12/2013	Efile Payment	Receipt # 2013- 18189- CCCLK	Scott Financial Corporation	(\$3.50)
2/12/2013	Transaction Assessment			\$3.50

2/12/2013	Efile Payment	Receipt # 2013- 18191- CCCLK	Scott Financial Corporation	(\$3.50)
2/12/2013	Transaction Assessment			\$3.50
2/12/2013	Efile Payment	Receipt # 2013- 18198- CCCLK	Scott Financial Corporation	(\$3.50)
2/13/2013	Transaction Assessment			\$3.50
2/13/2013	Efile Payment	Receipt # 2013- 18667- CCCLK	Scott Financial Corporation	(\$3.50)
2/13/2013	Transaction Assessment			\$3.50
2/13/2013	Efile Payment	Receipt # 2013- 18866- CCCLK	Scott Financial Corporation	(\$3.50)
2/14/2013	Transaction Assessment			\$3.50
2/14/2013	Efile Payment	Receipt # 2013- 19195- CCCLK	Scott Financial Corporation	(\$3.50)
2/14/2013	Transaction Assessment			\$3.50
2/14/2013	Efile Payment	Receipt # 2013- 19197- CCCLK	Scott Financial Corporation	(\$3.50)
2/14/2013	Transaction Assessment			\$3.50
2/14/2013	Efile Payment	Receipt # 2013- 19201- CCCLK	Scott Financial Corporation	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50

2/15/2013	Efile Payment	Receipt # 2013- 19776- CCCLK	Scott Financial Corporation	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19781- CCCLK	Scott Financial Corporation	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19784- CCCLK	Scott Financial Corporation	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19786- CCCLK	Scott Financial Corporation	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19796- CCCLK	Scott Financial Corporation	(\$3.50)
2/15/2013	Transaction Assessment			\$3.50
2/15/2013	Efile Payment	Receipt # 2013- 19800- CCCLK	Scott Financial Corporation	(\$3.50)
2/25/2013	Transaction Assessment			\$5.50
2/25/2013	Efile Payment	Receipt # 2013- 23282- CCCLK	Scott Financial Corporation	(\$5.50)
2/27/2013	Transaction Assessment			\$5.50

2/27/2013	Efile Payment	Receipt # 2013- 24000- CCCLK	Scott Financial Corporation	(\$5.50)
4/26/2013	Transaction Assessment			\$3.50
4/26/2013	Efile Payment	Receipt # 2013- 51562- CCCLK	Scott Financial Corporation	(\$3.50)
4/30/2013	Transaction Assessment			\$3.50
4/30/2013	Efile Payment	Receipt # 2013- 53288- CCCLK	Scott Financial Corporation	(\$3.50)
5/2/2013	Transaction Assessment			\$3.50
5/2/2013	Efile Payment	Receipt # 2013- 54107- CCCLK	Scott Financial Corporation	(\$3.50)
5/20/2013	Transaction Assessment			\$3.50
5/20/2013	Efile Payment	Receipt # 2013- 61335- CCCLK	Scott Financial Corporation	(\$3.50)
5/24/2013	Transaction Assessment			\$3.50
5/24/2013	Efile Payment	Receipt # 2013- 63900- CCCLK	Scott Financial Corporation	(\$3.50)
5/24/2013	Transaction Assessment			\$5.00
5/24/2013	Payment (Window)	Receipt # 2013- 64034- CCCLK	American Legal Investigation	(\$5.00)
6/13/2013	Transaction Assessment			\$5.50

6/13/2013	Efile Payment	Receipt # 2013- 72015- CCCLK	Scott Financial Corporation	(\$5.50)
6/23/2014	Transaction Assessment			\$3.50
6/23/2014	Efile Payment	Receipt # 2014- 71775- CCCLK	Scott Financial Corporation	(\$3.50)
Harsco Corporation				
	Total Financial Assessment			\$400.00
	Total Payments and Credits			\$400.00
5/6/2010	Transaction Assessment			\$200.00
5/6/2010	Efile Payment	Receipt # 2010- 14992- CCCLK	Harsco Corporation	(\$200.00)
6/21/2010	Transaction Assessment			\$200.00
6/21/2010	Efile Payment	Receipt # 2010- 24397- CCCLK	Harsco Corporation	(\$200.00)
Arch Aluminum And Glass Co				
	Total Financial Assessment			\$800.00
	Total Payments and Credits			\$800.00
5/14/2010	Transaction Assessment			\$200.00
5/14/2010	Efile Payment	Receipt # 2010- 16658- CCCLK	Arch Aluminum And Glass Co	(\$200.00)
5/14/2010	Transaction Assessment			\$200.00
5/14/2010	Efile Payment	Receipt # 2010- 16673- CCCLK	Arch Aluminum And Glass Co	(\$200.00)
6/21/2010	Transaction Assessment			\$200.00

6/21/2010	Efile Payment	Receipt # 2010- 24359- CCCLK	Arch Aluminum And Glass Co	(\$200.00)
6/24/2010	Transaction Assessment			\$200.00
6/24/2010	Efile Payment	Receipt # 2010- 24918- CCCLK	Arch Aluminum And Glass Co	(\$200.00)
Steel Structures Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
2/6/2012	Transaction Assessment			\$200.00
2/6/2012	Efile Payment	Receipt # 2012- 17149- CCCLK	Steel Structures Inc	(\$200.00)
Nevada Prefab Engineers Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
2/6/2012	Transaction Assessment			\$200.00
2/6/2012	Efile Payment	Receipt # 2012- 17150- CCCLK	Nevada Prefab Engineers Inc	(\$200.00)
APCO Construction				
	Total Financial Assessment			\$0.00
	Total Payments and Credits			\$0.00
7/17/2009	Efile Payment	Receipt # 2009- 39174- FAM	R. Scott Rasmussen, PC	(\$203.00)
7/17/2009	Efile Payment	Receipt # 2009- 39175- FAM	R. Scott Rasmussen	(\$203.00)
7/17/2009	Efile Payment	Receipt # 2009- 39176- FAM	Howard & Howard	(\$203.00)

7/17/2009	Efile Payment	Receipt # 2009- 39177- FAM	Howard & Howard	(\$203.00)
<hr/>				
Camco Pacific Construction Co Inc				
	Total Financial Assessment			\$423.00
	Total Payments and Credits			\$423.00
<hr/>				
9/11/2009	Transaction Assessment			\$223.00
<hr/>				
9/11/2009	Payment (Window)	Receipt # 2009- 05045- CCCLK	Woodbury Morris and Brown LTD	(\$223.00)
<hr/>				
6/28/2010	Transaction Assessment			\$200.00
<hr/>				
6/28/2010	Efile Payment	Receipt # 2010- 25575- CCCLK	Camco Pacific Construction Co	(\$200.00)
<hr/>				
Ahern Rental Inc				
	Total Financial Assessment			\$400.00
	Total Payments and Credits			\$400.00
<hr/>				
2/26/2010	Transaction Assessment			\$200.00
<hr/>				
2/26/2010	Efile Payment	Receipt # 2010- 03457- CCCLK	Ahern Rental Inc	(\$200.00)
<hr/>				
6/10/2010	Transaction Assessment			\$200.00
<hr/>				
6/10/2010	Efile Payment	Receipt # 2010- 22465- CCCLK	Ahern Rental Inc	(\$200.00)
<hr/>				
Accuracy Glas & Mirror Company Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
<hr/>				
5/5/2010	Transaction Assessment			\$200.00
<hr/>				
5/5/2010	Efile Payment	Receipt # 2010- 14667- CCCLK	Accuracy Glas & Mirror Company	(\$200.00)

Edelstein, Alex

Total Financial Assessment \$1,483.00

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Total Payments and Credits				\$1,483.00
12/19/2011	Transaction Assessment			\$1,483.00
12/19/2011	Efile Payment	Receipt # 2011-143789-CCCLK	Edelstein, Alex	(\$1,483.00)
Tri-City Drywall Inc				
Total Financial Assessment				\$200.00
Total Payments and Credits				\$200.00
6/10/2010	Transaction Assessment			\$200.00
6/10/2010	Efile Payment	Receipt # 2010-22476-CCCLK	Tri-City Drywall Inc	(\$200.00)
Fidelity & Deposit Company Of Maryland				
Total Financial Assessment				\$223.00
Total Payments and Credits				\$223.00
9/11/2009	Transaction Assessment			\$223.00
9/11/2009	Payment (Window)	Receipt # 2009-05047-CCCLK	Woodbury Morris and Brown LTD	(\$223.00)
Cell Crete Fireproofing Of NV Inc				
Total Financial Assessment				\$400.00
Total Payments and Credits				\$400.00
6/10/2010	Transaction Assessment			\$200.00
6/10/2010	Efile Payment	Receipt # 2010-22472-CCCLK	Cell Crete Fireproofing Of NV	(\$200.00)
6/28/2010	Transaction Assessment			\$200.00
6/28/2010	Efile Payment	Receipt # 2010-25577-CCCLK	Cell Crete Fireproofing Of NV	(\$200.00)
Scott Financial Corporation				
Total Financial Assessment				\$10.00
Total Payments and Credits				\$10.00

7/7/2010	Transaction Assessment			\$10.00
7/7/2010	Efile Payment	Receipt # 2010-27258-CCCLK	Scott Financial Corporation	(\$10.00)
Fidelity & Deposit Company Of Maryland				
	Total Financial Assessment			\$223.00
	Total Payments and Credits			\$223.00
9/11/2009	Transaction Assessment			\$223.00
9/11/2009	Payment (Window)	Receipt # 2009-05060-CCCLK	Woodbury morris and Brown Ltd	(\$223.00)
Steel Structures Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
8/4/2017	Transaction Assessment			\$200.00
8/4/2017	Efile Payment	Receipt # 2017-62455-CCCLK	Steel Structures Inc	(\$200.00)
Insulpro Projects Inc				
	Total Financial Assessment			\$276.50
	Total Payments and Credits			\$276.50
5/5/2010	Transaction Assessment			\$6.00
5/5/2010	Efile Payment	Receipt # 2010-14806-CCCLK	Insulpro Projects Inc	(\$6.00)
6/24/2010	Transaction Assessment			\$210.00
6/24/2010	Efile Payment	Receipt # 2010-24920-CCCLK	Insulpro Projects Inc	(\$210.00)
7/12/2010	Transaction Assessment			\$10.00

7/12/2010	Efile Payment	Receipt # 2010- 28942- CCCLK	Insulpro Projects Inc	(\$10.00)
7/12/2010	Transaction Assessment			\$10.00
7/12/2010	Efile Payment	Receipt # 2010- 28945- CCCLK	Insulpro Projects Inc	(\$10.00)
8/4/2010	Transaction Assessment			\$10.00
8/4/2010	Efile Payment	Receipt # 2010- 35799- CCCLK	Insulpro Projects Inc	(\$10.00)
2/4/2011	Transaction Assessment			\$3.50
2/4/2011	Efile Payment	Receipt # 2011- 10033- CCCLK	Insulpro Projects Inc	(\$3.50)
2/4/2011	Transaction Assessment			\$3.50
2/4/2011	Efile Payment	Receipt # 2011- 10035- CCCLK	Insulpro Projects Inc	(\$3.50)
4/26/2011	Transaction Assessment			\$3.50
4/26/2011	Efile Payment	Receipt # 2011- 41856- CCCLK	Insulpro Projects Inc	(\$3.50)
4/27/2011	Transaction Assessment			\$5.50
4/27/2011	Efile Payment	Receipt # 2011- 42531- CCCLK	Insulpro Projects Inc	(\$5.50)
6/29/2011	Transaction Assessment			\$3.50

6/29/2011	Efile Payment	Receipt # 2011- 68948- CCCLK	Insulpro Projects Inc	(\$3.50)
11/7/2011	Transaction Assessment			\$5.50
11/7/2011	Efile Payment	Receipt # 2011- 126780- CCCLK	Insulpro Projects Inc	(\$5.50)
1/4/2012	Transaction Assessment			\$5.50
1/4/2012	Efile Payment	Receipt # 2012- 00971- CCCLK	Insulpro Projects Inc	(\$5.50)
Insulpro Projects Inc				
	Total Financial Assessment			\$21.00
	Total Payments and Credits			\$21.00
6/10/2010	Transaction Assessment			\$10.00
6/10/2010	Efile Payment	Receipt # 2010- 22259- CCCLK	Insulpro Projects Inc	(\$10.00)
10/14/2010	Transaction Assessment			\$5.50
10/14/2010	Efile Payment	Receipt # 2010- 54124- CCCLK	Insulpro Projects Inc	(\$5.50)
1/19/2012	Transaction Assessment			\$5.50
1/19/2012	Efile Payment	Receipt # 2012- 07332- CCCLK	Insulpro Projects Inc	(\$5.50)
Insulpro Projects Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
5/18/2016	Efile Payment	Receipt # 2016- 48150- CCCLK	Insulpro Projects Inc	(\$200.00)

6/28/2016	Transaction			\$200.00
	Assessment			
E & E Fire Protectiong LLC				
	Total Financial Assessment			\$400.00
	Total Payments and Credits			\$400.00
7/6/2010	Transaction			\$200.00
	Assessment			
7/6/2010	Efile	Receipt #	E & E Fire	(\$200.00)
	Payment	2010-	Protectiong	
		26937-	LLC	
		CCCLK		
8/9/2010	Transaction			\$200.00
	Assessment			
8/9/2010	Efile	Receipt #	E & E Fire	(\$200.00)
	Payment	2010-	Protectiong	
		36894-	LLC	
		CCCLK		
E & E Fire Protection LLC				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
8/11/2017	Transaction			\$200.00
	Assessment			
8/11/2017	Efile	Receipt #	E & E Fire	(\$200.00)
	Payment	2017-	Protection	
		63784-	LLC	
		CCCLK		
Professional Doors & Millworks LLC				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
8/9/2010	Transaction			\$200.00
	Assessment			
8/9/2010	Efile	Receipt	Professional	(\$200.00)
	Payment	# 2010-	Doors &	
		36900-	Millworks	
		CCCLK		
Hydropressure Cleaning Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
5/19/2010	Transaction			\$200.00
	Assessment			

5/19/2010	Efile Payment	Receipt # 2010- 17677- CCCLK	Hydropressure Cleaning Inc	(\$200.00)
EZA P C				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
5/7/2010	Transaction Assessment			\$200.00
5/7/2010	Efile Payment	Receipt # 2010-15390- CCCLK	EZA P C	(\$200.00)
No Convert Value @ 08A571228				
	Total Financial Assessment			\$2,192.00
	Total Payments and Credits			\$2,192.00
9/9/2008	Transaction Assessment			\$2,192.00
9/9/2008	Conversion Payment	Receipt # 01459792	HOWARD & HOWARD ATTORNEYS PC	(\$148.00)
12/10/2008	Conversion Payment	Receipt # 01477769	HOWARD & HOWARD ATTORNEYS P.C.	(\$3.00)
1/5/2009	Conversion Payment	Receipt # 01481783	Donald H Williams	(\$104.00)
1/12/2009	Conversion Payment	Receipt # 01483373	Nevada Construction	(\$104.00)
1/15/2009	Conversion Payment	Receipt # 01484070	SANTORO DRIGGS WALCH KEARNEY H	(\$104.00)
1/16/2009	Conversion Payment	Receipt # 01484284	HOLLAND & HART, LLP.	(\$104.00)
1/16/2009	Conversion Payment	Receipt # 01484354	MEIER & FINE LLC	(\$104.00)
2/9/2009	Conversion Payment	Receipt # 01488844	Watt Tieder Hoffar And Fitzger	(\$151.00)

2/19/2009	Conversion Payment	Receipt # 01490591	DIXON, TRUMAN, FISHER & CLIFFO	(\$104.00)
2/19/2009	Conversion Payment	Receipt # 01490592	DIXON, TRUMAN, FISHER & CLIFFO	(\$3.00)
2/24/2009	Conversion Payment	Receipt # 01491429	PEZZILLO ROBINSON	(\$151.00)
2/24/2009	Conversion Payment	Receipt # 01491465	PEZZILLO ROBINSON	(\$3.00)
2/26/2009	Conversion Payment	Receipt # 01491996	T JAMES TRUMAN & ASSOCIATES	(\$3.00)
2/26/2009	Conversion Payment	Receipt # 01491998	T JAMES TRUMAN & ASSOCIATES	(\$151.00)
3/12/2009	Conversion Payment	Receipt # 01494924	MCCULLOUGH, PEREZ & ASSOCIATES	(\$104.00)
3/16/2009	Conversion Payment	Receipt # 01495513	WOODBURY, MORRIS, & BROWN	(\$104.00)
3/20/2009	Conversion Payment	Receipt # 01496542	CASH ACCOUNT	(\$17.00)
3/24/2009	Conversion Payment	Receipt # 01497184	DOBBERSTEIN & ASSOCIATES	(\$151.00)
3/24/2009	Conversion Payment	Receipt # 01497249	DOBBERSTEIN & ASSOCIATES	(\$3.00)
3/27/2009	Conversion Payment	Receipt # 01498177	T James Truman And Associates	(\$107.00)
3/27/2009	Conversion Payment	Receipt # 01498180	T James Truman And Associates	(\$107.00)
3/27/2009	Conversion Payment	Receipt # 01498181	T James Truman And Associates	(\$107.00)

4/3/2009	Conversion Payment	Receipt # 01499512	HOWARD & HOWARD ATTORNEYS P.C.	(\$151.00)
4/6/2009	Conversion Payment	Receipt # 01499770	DONALD WILLIAMS, ESQ.	(\$104.00)
Pressure Grout Co				
	Total Financial Assessment			\$104.00
	Total Payments and Credits			\$104.00
4/25/2009	Transaction Assessment			\$104.00
4/25/2009	Payment (Mail)	Receipt # 2009- 15664- FAM	Bowler Dixon & Twitchell LLp	(\$104.00)
Pape Material Handling				
	Total Financial Assessment			\$104.00
	Total Payments and Credits			\$104.00
5/29/2009	Transaction Assessment			\$104.00
5/29/2009	Payment (Window)	Receipt # 2009- 25556- FAM	Jolley Urga Wirth Woodbury & S	(\$104.00)
Patent Construction Systems				
	Total Financial Assessment			\$104.00
	Total Payments and Credits			\$104.00
6/4/2009	Transaction Assessment			\$104.00
6/4/2009	Payment (Window)	Receipt # 2009- 00657- CCCLK	Law Offices of Donald H Willia	(\$104.00)
Las Vegas Pipeline LLC				
	Total Financial Assessment			\$555.00
	Total Payments and Credits			\$555.00
6/15/2009	Transaction Assessment			\$104.00
6/15/2009	Transaction Assessment			\$47.00

6/15/2009	Payment (Window)	Receipt # 2009- 29672- FAM	Gerrard and Cox a Professional	(\$151.00)
6/15/2009	Transaction Assessment			\$4.00
6/15/2009	Payment (Window)	Receipt # 2009- 29675- FAM	Gerrard and Cox a Professional	(\$4.00)
6/10/2010	Transaction Assessment			\$200.00
6/10/2010	Efile Payment	Receipt # 2010- 22479- CCCLK	Las Vegas Pipeline LLC	(\$200.00)
6/28/2010	Transaction Assessment			\$200.00
6/28/2010	Efile Payment	Receipt # 2010- 25558- CCCLK	Las Vegas Pipeline LLC	(\$200.00)
Inquipco				
	Total Financial Assessment			\$107.00
	Total Payments and Credits			\$107.00
6/24/2009	Transaction Assessment			\$104.00
6/24/2009	Payment (Window)	Receipt # 2009- 32184- FAM	Pezzillo and Robinson	(\$104.00)
6/24/2009	Transaction Assessment			\$3.00
6/24/2009	Payment (Window)	Receipt # 2009- 32185- FAM	Pezzillo and Robinson	(\$3.00)
Northstar Concrete, Inc.				
	Total Financial Assessment			\$453.00
	Total Payments and Credits			\$453.00
7/9/2009	Transaction Assessment			\$250.00

7/9/2009	Payment (Window)	Receipt # 2009- 37088- FAM	Pezzillo Robinson	(\$250.00)
7/9/2009	Transaction Assessment			\$3.00
7/9/2009	Payment (Window)	Receipt # 2009- 37089- FAM	Pezzillo Robinson	(\$3.00)
7/6/2010	Transaction Assessment			\$200.00
7/6/2010	Efile Payment	Receipt # 2010- 26935- CCCLK	Northstar Concrete, Inc.	(\$200.00)
Granite Construction Company				
	Total Financial Assessment			\$203.00
	Total Payments and Credits			\$203.00
7/22/2009	Transaction Assessment			\$203.00
7/22/2009	Payment (Window)	Receipt # 2009- 40516- FAM	Watt, Tieder, Hoffar & Fitzger	(\$203.00)
Jeff Heit Plumbing Co LLC				
	Total Financial Assessment			\$223.00
	Total Payments and Credits			\$223.00
8/10/2009	Transaction Assessment			\$223.00
8/10/2009	Payment (Window)	Receipt # 2009- 45218- FAM	Keith E Gregory & Associates	(\$223.00)
Old Republic Surety				
	Total Financial Assessment			\$30.00
	Total Payments and Credits			\$30.00
8/10/2009	Transaction Assessment			\$30.00
8/10/2009	Payment (Window)	Receipt # 2009- 45221- FAM	Keith E Gregory & Associates	(\$30.00)

Club Vista Financial Services LLC

Total Financial Assessment \$1,483.00

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Total Payments and Credits				\$1,483.00
8/18/2009	Transaction Assessment			\$1,483.00
8/18/2009	Payment (Window)	Receipt # 2009-47258-FAM	Albright Stoddard Warnick & AI	(\$1,483.00)
Tharaldson Motels II Inc				
Total Financial Assessment				\$30.00
Total Payments and Credits				\$30.00
8/18/2009	Transaction Assessment			\$30.00
8/18/2009	Payment (Window)	Receipt # 2009-47258-FAM	Albright Stoddard Warnick & AI	(\$30.00)
Insulpro Projects Inc				
Total Financial Assessment				\$210.00
Total Payments and Credits				\$210.00
6/10/2010	Transaction Assessment			\$210.00
6/10/2010	Efile Payment	Receipt # 2010-22463-CCCLK	Insulpro Projects Inc	(\$210.00)
Patent Construction Systems				
Total Financial Assessment				\$200.00
Total Payments and Credits				\$200.00
5/7/2010	Transaction Assessment			\$200.00
5/7/2010	Efile Payment	Receipt # 2010-15387-CCCLK	Patent Construction Systems	(\$200.00)
Steel Structures Inc				
Total Financial Assessment				\$200.00
Total Payments and Credits				\$200.00
8/4/2017	Transaction Assessment			\$200.00
8/4/2017	Efile Payment	Receipt # 2017-62463-CCCLK	Steel Structures Inc	(\$200.00)

Total Financial Assessment	\$672.50
Total Payments and Credits	\$672.50

3/2/2010	Transaction Assessment	\$200.00
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3/22/2010	Efile Payment	Receipt # 2010-16984-FAM	FENNEMORE & CRAIG, PC.	(\$200.00)
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5/6/2010	Transaction Assessment	\$6.00
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5/6/2010	Efile Payment	Receipt # 2010-14897-CCCLK	Atlas Construction Supply Inc	(\$6.00)
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6/10/2010	Transaction Assessment	\$206.00
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6/10/2010	Efile Payment	Receipt # 2010-22003-CCCLK	Atlas Construction Supply Inc	(\$206.00)
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6/10/2010	Transaction Assessment	\$6.00
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6/10/2010	Efile Payment	Receipt # 2010-22034-CCCLK	Atlas Construction Supply Inc	(\$6.00)
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6/21/2010	Transaction Assessment	\$6.00
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6/21/2010	Efile Payment	Receipt # 2010-24210-CCCLK	Atlas Construction Supply Inc	(\$6.00)
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6/22/2010	Transaction Assessment	\$206.00
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6/22/2010	Efile Payment	Receipt # 2010-24665-CCCLK	Atlas Construction Supply Inc	(\$206.00)
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7/19/2010	Transaction Assessment	\$6.00
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7/19/2010	Efile Payment	Receipt # 2010-30911-CCCLK	Atlas Construction Supply Inc	(\$6.00)
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11/8/2011	Transaction Assessment			\$5.50
11/8/2011	Efile Payment	Receipt # 2011- 127393- CCCLK	Atlas Construction Supply Inc	(\$5.50)
1/4/2012	Transaction Assessment			\$5.50
1/4/2012	Efile Payment	Receipt # 2012- 00781- CCCLK	Atlas Construction Supply Inc	(\$5.50)
3/28/2012	Transaction Assessment			\$5.50
3/28/2012	Efile Payment	Receipt # 2012- 40645- CCCLK	Atlas Construction Supply Inc	(\$5.50)
3/29/2012	Transaction Assessment			\$5.50
3/29/2012	Efile Payment	Receipt # 2012- 41289- CCCLK	Atlas Construction Supply Inc	(\$5.50)
4/12/2012	Transaction Assessment			\$3.50
4/12/2012	Efile Payment	Receipt # 2012- 47816- CCCLK	Atlas Construction Supply Inc	(\$3.50)
4/16/2012	Transaction Assessment			\$5.50
4/16/2012	Efile Payment	Receipt # 2012- 49022- CCCLK	Atlas Construction Supply Inc	(\$5.50)
4/17/2012	Transaction Assessment			\$5.50
4/17/2012	Efile Payment	Receipt # 2012- 49058- CCCLK	Atlas Construction Supply Inc	(\$5.50)
Ferguson File and Fabrication Inc				
	Total Financial Assessment			\$657.00
	Total Payments and Credits			\$657.00

8/27/2009	Transaction Assessment			\$223.00
8/27/2009	Payment (Window)	Receipt # 2009- 49806- FAM	Rucraft Law Office	(\$223.00)
6/10/2010	Transaction Assessment			\$206.00
6/10/2010	Efile Payment	Receipt # 2010- 22459- CCCLK	Ferguson Fire and Fabrication	(\$206.00)
6/19/2010	Transaction Assessment			\$6.00
6/19/2010	Efile Payment	Receipt # 2010- 23999- CCCLK	Ferguson Fire and Fabrication	(\$6.00)
7/9/2010	Transaction Assessment			\$206.00
7/9/2010	Efile Payment	Receipt # 2010- 28328- CCCLK	Ferguson Fire and Fabrication	(\$206.00)
7/19/2010	Transaction Assessment			\$6.00
7/19/2010	Efile Payment	Receipt # 2010- 30913- CCCLK	Ferguson Fire and Fabrication	(\$6.00)
7/21/2010	Transaction Assessment			\$10.00
7/21/2010	Efile Payment	Receipt # 2010- 31698- CCCLK	Ferguson Fire and Fabrication	(\$10.00)
Selectbuild Nevada Inc				
	Total Financial Assessment			\$422.00
	Total Payments and Credits			\$422.00
5/14/2010	Transaction Assessment			\$200.00

5/14/2010	Efile Payment	Receipt # 2010- 16711- CCCLK	Selectbuild Nevada Inc	(\$200.00)
6/26/2010	Transaction Assessment			\$200.00
6/26/2010	Efile Payment	Receipt # 2010- 25454- CCCLK	Selectbuild Nevada Inc	(\$200.00)
1/9/2012	Transaction Assessment			\$5.50
1/9/2012	Efile Payment	Receipt # 2012- 02855- CCCLK	Selectbuild Nevada Inc	(\$5.50)
1/17/2012	Transaction Assessment			\$5.50
1/17/2012	Efile Payment	Receipt # 2012- 06163- CCCLK	Selectbuild Nevada Inc	(\$5.50)
3/21/2012	Transaction Assessment			\$5.50
3/21/2012	Efile Payment	Receipt # 2012- 37097- CCCLK	Selectbuild Nevada Inc	(\$5.50)
6/12/2012	Transaction Assessment			\$5.50
6/12/2012	Efile Payment	Receipt # 2012- 74173- CCCLK	Selectbuild Nevada Inc	(\$5.50)
Fast Glass Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
4/16/2010	Transaction Assessment			\$200.00
4/16/2010	Efile Payment	Receipt # 2010- 10842-CCCLK		(\$200.00)
Zitting Brothers Construction Inc				
	Total Financial Assessment			\$1,224.00
	Total Payments and Credits			\$1,224.00

5/28/2010	Transaction Assessment			\$200.00
5/28/2010	Efile Payment	Receipt # 2010- 19998- CCCLK	Zitting Brothers Construction	(\$200.00)
7/23/2010	Transaction Assessment			\$200.00
7/23/2010	Efile Payment	Receipt # 2010- 32573- CCCLK	Zitting Brothers Construction	(\$200.00)
6/1/2016	Transaction Assessment			\$200.00
6/1/2016	Efile Payment	Receipt # 2016- 52498- CCCLK	Zitting Brothers Construction Inc	(\$200.00)
8/2/2017	Transaction Assessment			\$200.00
8/2/2017	Efile Payment	Receipt # 2017- 61635- CCCLK	Zitting Brothers Construction Inc	(\$200.00)
8/4/2017	Transaction Assessment			\$200.00
8/4/2017	Efile Payment	Receipt # 2017- 62282- CCCLK	Zitting Brothers Construction Inc	(\$200.00)
8/9/2017	Transaction Assessment			\$200.00
8/9/2017	Efile Payment	Receipt # 2017- 63393- CCCLK	Zitting Brothers Construction Inc	(\$200.00)
7/25/2019	Transaction Assessment			\$24.00
7/25/2019	Efile Payment	Receipt # 2019- 45592- CCCLK	Zitting Brothers Construction Inc	(\$24.00)

Helix Electric of Nevada LLC

Total Financial Assessment	\$24.00
Total Payments and Credits	\$24.00

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6/28/2018	Transaction Assessment			\$24.00
6/28/2018	Efile Payment	Receipt # 2018- 43190- CCCLK	Helix Electric of Nevada LLC	(\$24.00)
Helix Electric				
	Total Financial Assessment			\$400.00
	Total Payments and Credits			\$400.00
5/6/2010	Transaction Assessment			\$200.00
5/6/2010	Efile Payment	Receipt # 2010- 14944- CCCLK	Helix Electric	(\$200.00)
8/2/2017	Transaction Assessment			\$200.00
8/2/2017	Efile Payment	Receipt # 2017- 61853- CCCLK	Helix Electric	(\$200.00)
HD Supply Waterworks LP				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
5/5/2010	Transaction Assessment			\$200.00
5/5/2010	Efile Payment	Receipt # 2010- 14693- CCCLK	HD Supply Waterworks LP	(\$200.00)
Heinaman Contract Glazing				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
5/5/2010	Transaction Assessment			\$200.00
5/5/2010	Efile Payment	Receipt # 2010- 14688- CCCLK	Heinaman Contract Glazing	(\$200.00)
WRG Design Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
5/6/2010	Transaction Assessment			\$200.00

5/6/2010	Efile Payment	Receipt # 2010- 14941- CCCLK	WRG Design Inc	(\$200.00)
Buchehe Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
5/5/2010	Transaction Assessment			\$200.00
5/5/2010	Efile Payment	Receipt # 2010- 14664- CCCLK	Buchehe Inc	(\$200.00)
Renaissance Pools & Spas Inc				
	Total Financial Assessment			\$400.00
	Total Payments and Credits			\$400.00
5/12/2010	Transaction Assessment			\$200.00
5/12/2010	Efile Payment	Receipt # 2010- 16126- CCCLK	Renaissance Pools & Spas Inc	(\$200.00)
7/19/2010	Transaction Assessment			\$200.00
7/19/2010	Efile Payment	Receipt # 2010- 30910- CCCLK	Renaissance Pools & Spas Inc	(\$200.00)
Bruin Painting Corporation				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
5/5/2010	Transaction Assessment			\$200.00
5/5/2010	Efile Payment	Receipt # 2010- 14676- CCCLK	Bruin Painting Corporation	(\$200.00)
Custom Select Billing Inc				
	Total Financial Assessment			\$1,683.00
	Total Payments and Credits			\$1,683.00
8/31/2009	Transaction Assessment			\$1,483.00

8/31/2009	Payment (Window)	Receipt # 2009- 50877- FAM	Howard & Howard Attorneys PLLC	(\$1,483.00)
5/19/2010	Transaction Assessment			\$200.00
5/19/2010	Efile Payment	Receipt # 2010- 17668- CCCLK	Custom Select Billing Inc	(\$200.00)
Camco Pacific Construction Co Inc				
	Total Financial Assessment			\$223.00
	Total Payments and Credits			\$223.00
9/17/2009	Transaction Assessment			\$223.00
9/17/2009	Efile Payment	Receipt # 2009- 55230- FAM	WOODBURY MORRIS & BROWN	(\$223.00)
Fast Glass Inc				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
6/28/2010	Transaction Assessment			\$200.00
6/28/2010	Efile Payment	Receipt # 2010- 25545- CCCLK	Fast Glass Inc	(\$200.00)
Scott, Bradley J				
	Total Financial Assessment			\$1,483.00
	Total Payments and Credits			\$1,483.00
10/9/2009	Transaction Assessment			\$1,483.00
10/16/2009	Efile Payment	Receipt # 2009- 62487- FAM	KEMP JONES & COULTHARD	(\$1,483.00)
Interstate Plumbing & Air Conditioning Inc				
	Total Financial Assessment			\$1,683.00
	Total Payments and Credits			\$1,683.00
4/13/2010	Transaction Assessment			\$1,483.00

4/13/2010	Efile Payment	Receipt # 2010- 10163- CCCLK		(\$1,483.00)
5/5/2010	Transaction Assessment			\$200.00
5/5/2010	Efile Payment	Receipt # 2010- 14657- CCCLK	Interstate Plumbing & Air Cond	(\$200.00)
Cactus Rose Construction Inc				
	Total Financial Assessment			\$1,683.00
	Total Payments and Credits			\$1,683.00
4/13/2010	Transaction Assessment			\$1,483.00
4/13/2010	Efile Payment	Receipt # 2010- 10164- CCCLK		(\$1,483.00)
5/5/2010	Transaction Assessment			\$200.00
5/5/2010	Efile Payment	Receipt # 2010- 14684- CCCLK	Cactus Rose Construction Inc	(\$200.00)
Sunstate Companies Inc				
	Total Financial Assessment			\$1,483.00
	Total Payments and Credits			\$1,483.00
4/14/2010	Transaction Assessment			\$1,483.00
4/14/2010	Efile Payment	Receipt # 2010- 10343- CCCLK	Sunstate Companies Inc	(\$1,483.00)
S R Bray Corp				
	Total Financial Assessment			\$1,683.00
	Total Payments and Credits			\$1,683.00
4/26/2010	Transaction Assessment			\$1,483.00
4/26/2010	Efile Payment	Receipt # 2010- 12399- CCCLK	S R Bray Corp	(\$1,483.00)

5/5/2010	Transaction			\$200.00
	Assessment			
5/5/2010	Efile Payment	Receipt #	S R	(\$200.00)
		2010-	Bray	
		14687-	Corp	
		CCCLK		
SWPPP Compliance Solutions LLC				
	Total Financial Assessment			\$1,683.00
	Total Payments and Credits			\$1,683.00
4/26/2010	Transaction			\$1,483.00
	Assessment			
4/26/2010	Efile	Receipt	SWPPP	(\$1,483.00)
	Payment	#	Compliance	
		2010-	Solutions	
		12464-	LLC	
		CCCLK		
5/8/2010	Transaction			\$200.00
	Assessment			
5/8/2010	Efile	Receipt	SWPPP	(\$200.00)
	Payment	#	Compliance	
		2010-	Solutions	
		15596-	LLC	
		CCCLK		
Scott Financial Corporation				
	Total Financial Assessment			\$25.00
	Total Payments and Credits			\$25.00
6/4/2015	Transaction			\$25.00
	Assessment			
6/4/2015	Payment	Receipt #	Brownstein	(\$25.00)
	(Window)	2015-	Hyatt Farber	
		58504-	Schrec	
		CCCLK		
HD Supply Construction Supply LP				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
6/26/2010	Transaction			\$200.00
	Assessment			
6/26/2010	Efile	Receipt	HD Supply	(\$200.00)
	Payment	#	2010- Construction	
		25455-	Supply	
		CCCLK		
Wiss, Janney, Elstner Associates, Inc.				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00

6/30/2010	Transaction			\$200.00
	Assessment			
6/30/2010	Efile	Receipt #	Wiss,	(\$200.00)
	Payment	2010-	Janney,	
		25904-	Elstner	
		CCCLK	Associat	
Graybar Electric Company				
	Total Financial Assessment			\$400.00
	Total Payments and Credits			\$400.00
7/6/2010	Transaction			\$200.00
	Assessment			
7/6/2010	Efile	Receipt #	Graybar	(\$200.00)
	Payment	2010-	Electric	
		26931-	Company	
		CCCLK		
7/6/2010	Transaction			\$200.00
	Assessment			
7/6/2010	Efile	Receipt #	Graybar	(\$200.00)
	Payment	2010-	Electric	
		27219-	Company	
		CCCLK		
National Wood Products, Inc.'s				
	Total Financial Assessment			\$1,707.00
	Total Payments and Credits			\$1,707.00
8/9/2017	Transaction			\$1,483.00
	Assessment			
8/9/2017	Efile	Receipt	National	(\$1,483.00)
	Payment	# 2017-	Wood	
		63409-	Products,	
		CCCLK	Inc.'s	
8/9/2017	Transaction			\$200.00
	Assessment			
8/9/2017	Efile	Receipt	National	(\$200.00)
	Payment	# 2017-	Wood	
		63414-	Products,	
		CCCLK	Inc.'s	
7/2/2018	Transaction			\$24.00
	Assessment			
7/2/2018	Efile	Receipt	National	(\$24.00)
	Payment	# 2018-	Wood	
		43805-	Products,	
		CCCLK	Inc.'s	
United Subcontractors Inc				
	Total Financial Assessment			\$400.00
	Total Payments and Credits			\$400.00

8/12/2017	Transaction Assessment			\$200.00
8/12/2017	Efile Payment	Receipt # 2017- 64144- CCCLK	United Subcontractors Inc	(\$200.00)
8/12/2017	Transaction Assessment			\$200.00
8/12/2017	Efile Payment	Receipt # 2017- 64237- CCCLK	United Subcontractors Inc	(\$200.00)
Chaper 7 Trustee				
	Total Financial Assessment			\$200.00
	Total Payments and Credits			\$200.00
8/7/2017	Transaction Assessment			\$200.00
8/7/2017	Efile Payment	Receipt # 2017- 62766- CCCLK	Chaper 7 Trustee	(\$200.00)
Newmark Grubb Knight Frank				
	Total Financial Assessment			\$7.00
	Total Payments and Credits			\$7.00
2/23/2017	Transaction Assessment			\$3.50
2/23/2017	Efile Payment	Receipt # 2017- 18224- CCCLK	Newmark Grubb Knight Frank	(\$3.50)
3/30/2017	Transaction Assessment			\$3.50
3/30/2017	Efile Payment	Receipt # 2017- 30219- CCCLK	Newmark Grubb Knight Frank	(\$3.50)

Documents

Answer

Answer

Acceptance of Service

Three Day Notice of Intent to Default

Initial Appearance Fee Disclosure

Disclaimer of Interest

Statement

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Three Day Notice of Intent to Default

Three Day Notice of Intent to Default

Gemstone Development West, Inc.'s Answer to Professional Doors and Millworks, LLC's Statement of Fa

Gemstone Development West, Inc.'s Answer to E&E Fire Protection, LLC's Statement of Facts Constitut

Gemstone Development West, Inc.'s Answer to Dave Peterson Framing, Inc.'s Statement of Facts Constli

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Opposition to Motion

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Certificate of Mailing

Joinder

Opposition to Motion to Consolidate

Summons

Camco Pacific Construction's and Fidelity and Deposit Company of Maryland's Motion to Dismiss the T

Hydropressure Cleaning, Inc.'s Motion to Intervene

Default

Answer to Third Party Complaint

Motion to Intervene

Summons

Summons

Notice of Non Opposition

Three Day Notice of Intent to Default

Summons

Certificate of Mailing

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Answer

Answer

Answer to Third Party Complaint

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Scott Financial Corporation's Answer to Noorda Sheet Metal

Company's Amended Statement of Facts Con

Scott Financial Corporation's Answer to Professional Doors and Millworks, LLC's Statement of Facts

Scott Financial Corporation's Answer to Cell-Crete Fireproofing of Nevada, Inc.'s Statement of Fact

Scott Financial Corporation's Amended Partial Joinder in Apco Construction's Motion to Consolidate

Reply to Counterclaim

Reply to Counterclaim

Reply to Counterclaim

Atlas Construction Supply, Inc.'s Limited Opposition to APCO Construction's Motion to Consolidate w

Bradley J. Scott and Scott Financial Corporation's Opposition to APCO Construction's Motion to Cons

Joinder of Defendant Bank of Oklahoma, N.A. to Defendants Scott Financial Corporation and Bradley J

Motion to Amend

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Joinder To Motion

Scott Financial Corporation's Answer to Nevada Prefab Engineers, Inc.'s Amended Statement of Facts

Scott Financial Corporation's Answer to Harsco Corporation's Amended Statement of Facts Constitutin

Notice of Withdrawal of Opposition to Motion to Consolidate

Motion

Affidavit for Service by Publication

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Scott Financial Corporation's Answer to Dave Peterson Framing, Inc.'s Statement of Facts Constituti

Gemstone Development West, Inc.'s Answer to Harsco Corporation's Amended Statement of Facts Constit

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Gemstone Development West, Inc.'s Answer to The Pressure Group Company's Statement of Facts Constit

Answer to Third Party Complaint

APCO Construction's Reply in Support of its Motion to Consolidate with Case Nos. A574391, A574792,

Certificate of Service

Scott Financial Corporation's Answer to Insulpro Projects, Inc.'s Statement of Facts Constituting L

Joinder of Defendant Bank of Oklahoma, N.A. to Defendants Scott Financial Corporation and Bradley J

Notice

Gemstone Development West, Inc.'s Answer to Insulpro Projects, Inc.'s Statement of Facts Constituti

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Joinder To Motion

Bradley J. Scott And Scott Financial Corporation's Opposition To
APCO Construction's Supplement To

Statement of Facts Constituting Lien

Initial Appearance Fee Disclosure

Notice of Entry of Stipulation and Order

Gemstone Development West, Inc.'s Answer to Steel Structures, Inc.
and Nevada Prefab Engineers, Inc

Gemstone Development West, Inc.'s Answer to Pape Material
Handling dba Pape Rents' Statement of Fac

Gemstone Development West, Inc.'s Answer to Tri-City Drywall, Inc.'s
Statement of Facts Constitutin

Gemstone Development West, Inc.'s Answer to EZA, P.C. dba Oz
Architecture of Nevada, Inc.'s Stateme

Gemstone Development West, Inc.'s Answer to Cell-Crete Fireproofing
of Nevada, Inc.'s Statement of

Gemstone Development West, Inc.'s Answer to Cell-Crete Fireproofing
of Nevada, Inc.'s Statement of

Gemstone Development West, Inc.'s Answer to APCO Construction's
Cross-Claim Contained in its Answer

Stipulation and Order for Dismissal

Amended Certificate of Service

Counterdefendant Cabinetec, Inc.'s Answer to Counterclaimant
Camco Pacific Construction Company, In

All Pending Motions

Initial Appearance Fee Disclosure

Reply of Camco Pacific Construction and Fidelity and Deposit
Company of Maryland to Dave Peterson F

Notice of Lis Pendens

Reply to Counterclaim

Statement of Facts Constituting Lien

APCO Construction's Answer to Zitting Brothers Construction, Inc.'s
Complaint

Motion for Default Judgment

Proof of Service

Notice of Motion

Substitution of Attorney

Affidavit of Service

Notice of Department Reassignment

Proof of Service

Acceptance of Service

Acceptance of Service

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COMP - COMPLAINT FILED Fee \$148.00

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LISP - NOTICE OF LIS PENDENS

NOTC - NOTICE OF FORECLOSURE OF CLAIMS OF LIEN

ANS - ANSWER TO PLAINTIFFS AMENDED COMPLAINT
CERT - CERTIFICATE OF MAILING
SUMM - SUMMONS - FIRST AMERICAN TITLE INSURANCE COM
SUMM - SUMMONS - NEVADA CONSTRUCTION SERVICES
SUMM - SUMMONS - GEMSTONE DEVELOPMENT WEST INC
ANS - ANSWER TO FIRST AMENDED COMPLAINT
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AFFD - AFFIDAVIT OF PUBLICATION
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AND COMPLAINT IN
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DFLT - DEFAULT

DFLT - DEFAULT

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CERT - CERTIFICATE OF MAILING OF SERVICE OF FIRST AMERICA

AFFD - AFFIDAVIT OF PUBLICATION

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STAT - GEMSTONE DEVELOPMENT WEST INCS ANSWER TOSTEEL STRUCTU

CRTF - CERTIFICATE OF SERVICE OF EMPLOYERS MUTUAL CASUAL

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AMEN - AMENDED THIRD PARTY SUMMONS CIVIL

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Tri-City Drywall, Inc. and Northstar Concrete, Inc.'s Joinder in Lien Claimants' Opposition to Scot

Motion

SelectBuild Nevada, Inc.'s Joinder to PB Lien Claimants' Opposition to Scott Defendants' Motion fo

Transcript Re: Hearing

Order Granting Scott Financial Corporation's Motion to Reconsider

Notice of Entry of Order Granting Scott Financial Corporation's Motion fo Reconsider

Reply In Support Of Motion To Lift Stay, Allow Sale To Proceed With Deposit Of Funds Pending Furthe

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Allow Sale To Proceed With Deposit

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Defendant Scott Financial Corporation's Evidentiary Objection to
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WRG Design, Inc.'s Second Amended Notice of Lis Pendens

SWPPP Compliance Solutions LLC's Amended Notice of Lis Pendens

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HD Supply Waterworks LP's Second Amended Notice of Lis Pendens

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Buchele Inc.'s Amended Notice of Lis Pendens

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NRAP 26.1(A) Disclosure

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Evidentiary Hearing

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Order Vacating the Auction Set for October 9, 2012; and Order to
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APCO Construction's Pre-Trial Memorandum for the Ready Mix, Inc. Trial

Scott Financial Corporation's Pre-Trial Memorandum

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Order Staying the Case, Except for the Sale of the Property, Pending Resolution of the Writ Petition

Notice of Entry of Order Staying the Case, Except for the Sale of the Property, Pending Resolution

Status Check

Stipulation and Order for Dismissal with Prejudice as to Defendant Alexander Edelstein Only

Notice of Entry of Stipulation and Order for Dismissal With Prejudice as to Defendant Alexander Edelstein Only

Transcript of Proceedings: Status Hearing, May 9, 2012

Transcript of Proceedings: Status Hearing, August 16, 2012

Transcript of Proceedings: Apco Construction's Order to Show Cause Re: Summary Determination of Liability

Transcript of Proceedings: Status Check Re: Sale of Property, November 6, 2012

Transcript of Proceedings: Hearing Re: Sale of Property, October 16, 2012

Transcript of Proceedings: Status Check Re: Sale of Property, December 6, 2012

Motion to Set Hearing to Discuss Order Approving Private Sale, Purchase and Sale Agreement and Related Issues

Order Granting in Part Motion to Withdraw as Counsel of Record for Dave Peterson Framing, Inc.

Joinder to Motion to Set Hearing to Discuss Order Approving Private Sale Agreement and Related Issues

Notice of Entry of Order Granting in Part Motion to Withdraw As Counsel of Record for Dave Peterson

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Stipulation and Order for Dismissal with Prejudice as to Defendant Alexander Edelstein Only

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Defendant Scott Financial Corporation's Ex Parte Application For Order To Show Cause On Order Short

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Errata to Defendant Scott Financial Corporation's Ex Parte Application for Order to Show Cause on O

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Defendant Scott Financial Corporation's Motion To Dismiss And Expunge Liens On Order Shortening Tim

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Notice Of Hearing On Defendant Scott Financial Corporation's Motion To Dismiss And Expunge Liens On

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Receipt of Copy

Receipt of Copy

Receipt of Copy

Transcript Re: Show Cause Hearing Re: Summary Determination of Lien Amounts; and The Possible Sale

Transcript Re: Hearing Re: Sale of Property, July 31, 2012

Transcript Re: Telephonic Conference, August 21, 2012

Transcript Re: Telephonic Conference, September 26, 2012

Transcript Re: Hearing Re: Sale of Property, October 23, 2012

Transcript Re: Evidentiary Hearing: Real Estate Commission for the Private Sale, February 7, 2013

Transcript Re: Intervenor's Motion to Set Hearing to Discuss Order Approving Private Sale, Purchase

Transcript Re: Defendant Scott Financial Corporation's Ex Parte Application for Order to Show Cause

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Order On Defendant Scott Financial Company's Motion To Dismiss And Expunge Liens

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Affidavit of Service

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Affidavit of Service

Affidavit of Service

Affidavit of Service

Affidavit of Service

Affidavit of Service

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Partial Transcript: (Testimony of Bradley Scott and Doug Schuster) Hearing Re: Scott Defendants' Motion

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Scott Financial Corporation And Bradley J. Scott's Evidentiary Hearing Brief

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Stipulation and Order to Dismiss E&E Fire Protection, LLC Only Pursuant to the Terms Stated Below

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Ahem Rentals, Inc.'s Partial Release of Judgment Lien

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PCI Group LLC's Partial Release of Judgment Lien

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(1) APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Judgment

Scott Financial Corporation's Opposition to (1) Apco Construction, Inc's Limited Motion to Lift Stay

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Transcript of Proceedings: Evidentiary Hearing, July 9, 2012

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Insulpro Projects, Inc.'s Motion to Lift Stay

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Order Releasing Sale Proceeds from Court-Controlled Escrow Account

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Insulpro Project's Limited Opposition to Apco Construction's Motion to Appoint Special Master

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Peel Brimley Lien Claimants' Limited Opposition to APCO's Motion to Appoint Special Master

Zitting Brothers Construction, Inc.'s Joinder to Peel Brimley Lien Claimants' Limited Opposition to

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Fee Disclosure for Zitting Brothers Construction, Inc.'s Joinder to Insulpro Projects, Inc.'s Renew

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APCO's Opposition to Renewed Motion for Partial Summary Judgment and Joinder thereto; and Counterme

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United Subcontractors, Inc. DBA Skyline Insulation's Consolidated Disclosure Pursuant to NRCP 16.1

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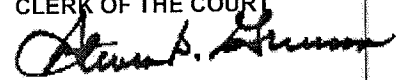
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Notice of Posting Bond - NPP (CIV)
Minutes - Motion for Attorney Fees and Costs
Order to Statistically Close Case - OSCC (CIV)
Notice of Posting Bond - NPP (CIV)
Order Granting Motion - OGM (CIV)
Notice of Entry of Order - NEOJ (CIV)
Order - ORDR (CIV)
Notice of Entry - NEO (CIV)
Amended Case Appeal Statement - ACAS (CIV)
Amended Notice of Appeal - ANOA (CIV)
Notice of Appeal - NOAS (CIV)
Case Appeal Statement - ASTA (CIV)
Notice of Posting of Cost Bond - NPNR (CIV)
Recorders Transcript of Hearing - RTRAN (CIV)
Notice of Appearance - NOTA (CIV)
Substitution of Attorney - SUBT (CIV)
Consent - CONS (CIV)
Amended Judgment - AJ (CIV)
Stipulation and Order - SAO (CIV)
Request - REQT (CIV)
Motion - MOT (CIV)
Opposition to Motion - OPPM (CIV)
Reply in Support - RIS (CIV)
Opposition - OPPS (CIV)
Minutes - Motion
Findings of Fact, Conclusions of Law and Order - FFCO (CIV)
Notice of Entry of Order - NEOJ (CIV)
Appeal - APEL (CIV)
Case Appeal Statement - ASTA (CIV)
Notice of Cost Bond - NCB (CIV)
Motion - MOT (CIV)
Exhibits - EXHS (CIV)
Exhibits - EXHS (CIV)
Exhibits - EXHS (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
NV Supreme Court Clerks Certificate/Judgment - Dismissed
Recorders Transcript of Hearing - RTRAN (CIV)
Request - REQT (CIV)
Opposition - OPPS (CIV)



EXHIBIT “2”

EXHIBIT “2”



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Attorneys for Apco Construction, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

v.

GEMSTONE DEVELOPMENT WEST,
INC., A Nevada corporation,

Defendant.

Case No.: A571228

Dept. No.: XIII

Consolidated with:

A574391; A574792; A577623; A583289;
A587168; A580889; A584730; A589195;
A595552; A597089; A592826; A589677;
A596924; A584960; A608717; A608718;
and A590319

NOTICE OF ENTRY OF ORDER (1)
GRANTING APCO CONSTRUCTION,
INC. MOTION FOR ATTORNEYS FEES
AND COSTS (2) GRANTING APCO
CONSTRUCTION, INC.'S
MEMORANDUM OF COSTS IN PART
(3) GRANTING HELIX ELECTRIC OF
NEVADA LLC'S MOTION TO RETAX
IN PART AND DENYING IN PART (4)
GRANTING PLAINTIFF

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**INTERVENTION NATIONAL WOOD
PRODUCTS LLC'S MOTION TO
RETAX IN PART AND DENYING IN
PART AND (5) GRANTING NATIONAL
WOOD PRODUCTS, INC.'S MOTION
TO FILE A SURREPLY**

AND ALL RELATED MATTERS

TO: All parties herein and their respective counsel:

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 27th day of September, 2018, a **ORDER (1) GRANTING APCO CONSTRUCTION, INC. MOTION FOR ATTORNEYS FEES AND COSTS (2) GRANTING APCO CONSTRUCTION, INC.'S MEMORANDUM OF COSTS IN PART (3) GRANTING HELIX ELECTRIC OF NEVADA LLC'S MOTION TO RETAX IN PART AND DENYING IN PART (4) GRANTING PLAINTIFF INTERVENTION NATIONAL WOOD PRODUCTS LLC'S MOTION TO RETAX IN PART AND DENYING IN PART AND (5) GRANTING NATIONAL WOOD PRODUCTS, INC.'S MOTION TO FILE A SURREPLY** was entered in the above case. A copy is attached.

DATED: September 28, 2018.

SPENCER FANE LLP

By: /s/ Mary E. Bacon
John H. Mowbray, Esq. (Bar No. 1140)
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Attorneys for Apco Construction, Inc.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of SPENCER FANE LLP and that a copy of the
3 foregoing **NOTICE OF ENTRY OF ORDER (1) GRANTING APCO CONSTRUCTION,**
4 **INC. MOTION FOR ATTORNEYS FEES AND COSTS (2) GRANTING APCO**
5 **CONSTRUCTION, INC.'S MEMORANDUM OF COSTS IN PART (3) GRANTING**
6 **HELIX ELECTRIC OF NEVADA LLC'S MOTION TO RETAX IN PART AND**
7 **DENYING IN PART (4) GRANTING PLAINTIFF INTERVENTION NATIONAL WOOD**
8 **PRODUCTS LLC'S MOTION TO RETAX IN PART AND DENYING IN PART AND (5)**
9 **GRANTING NATIONAL WOOD PRODUCTS, INC.'S MOTION TO FILE A SURREPLY**

10 was served by electronic transmission through the E-Filing system pursuant to NEFCR 9, NRCF
11 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage
12 prepaid for non-registered users, on this 28th day of September, 2018, as follows:
13

14 **Counter Claimant: Camco Pacific Construction Co Inc**

15 Steven L. Morris (steve@gmdlegal.com)

16 **Intervenor Plaintiff: Cactus Rose Construction Inc**

17 Eric B. Zimbelman (ezimbelman@peelbrimley.com)

18 **Intervenor Plaintiff: Interstate Plumbing & Air Conditioning Inc**

19 Jonathan S. Dabbieri (dabbieri@sullivanhill.com)

20 **Intervenor: National Wood Products, Inc.'s**

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23 Richard Reincke (rreincke@caddenfuller.com)

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25 Tammy Cortez (tcortez@caddenfuller.com)

26 **Other: Chapter 7 Trustee**

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28 Gianna Garcia (ggarcia@sullivanhill.com)

Jennifer Saurer (Saurer@sullivanhill.com)

Jonathan Dabbieri (dabbieri@sullivanhill.com)

1 **Plaintiff: Apco Construction**

2 Rosie Wesp (rwesp@maclaw.com)

3 **Third Party Plaintiff: E & E Fire Protection LLC**

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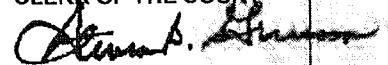
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24 **DISTRICT COURT**

25 **CLARK COUNTY, NEVADA**

26 APCO CONSTRUCTION, a Nevada
27 corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST, INC., A
Nevada corporation,

Defendant.

Case No.: A571228

Dept. No.: XIII

Consolidated with:

A574391; A574792; A577623; A583289;

A587168; A580889; A584730; A589195;

A595552; A597089; A592826; A589677;

A596924; A584960; A608717; A608718 and

A590319

ORDER:

**(1) GRANTING APCO CONSTRUCTION,
INC. MOTION FOR ATTORNEYS FEES
AND COSTS**

**(2) GRANTING APCO CONSTRUCTION,
INC.'S MEMORANDUM OF COSTS IN
PART**

**(3) GRANTING HELIX ELECTRIC OF
NEVADA LLC'S MOTION TO RETAX IN
PART AND DENYING IN PART**

RECEIVED

SEP 14 2018

DISTRICT COURT DEPT#13

**(4) GRANTING PLAINTIFF IN
INTERVENTION NATIONAL WOOD
PRODUCTS LLC'S MOTION TO RETAX
IN PART AND DENYING IN PART**

-AND-

(5) GRANTING NATIONAL WOOD PRODUCTS, INC.'S MOTION TO FILE A SURREPLY

AND ALL RELATED MATTERS

On July 19, 2018, the Court heard the following motions: (1) APCO Construction Inc.'s Motion for Attorneys Fees and Costs; (2) APCO Construction, Inc.'s Memorandum of Costs [Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.]; (3) Plaintiff in Intervention National Wood Products, Inc.'s Motion to Retax Costs Re: Defendant APCO Construction, Inc.'s Memorandum of Costs and Disbursements Against Plaintiff in Intervention National Wood Products, Inc. with Joinder by Helix Electric of Nevada, LLC, (4) Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction, Inc.'s Memorandum of Costs and Disbursements with Joinder by Plaintiff in Intervention National Wood Products, Inc., and (5) National Wood Products, Inc.'s Ex Parte Motion for Order Shortening Time to Hear Motion for Order Permitting Leave to File Surreply to APCO Construction's Reply to National Wood Products, Inc.'s Opposition to Motion for Attorneys' Fees and Costs.

John Randall Jefferies, Esq. and Mary Bacon, Esq. of the law firm of Spencer Fane appeared on behalf of APCO Construction, Inc. (“APCO”); Eric Zimbleman, Esq. of the law firm of Peel Brimley appeared on behalf of Helix Electric of Nevada, LLC (“Helix”), and John Taylor, Esq. and S. Judy Hirahara, Esq. of the law firm of Cadden Fuller and Richard Tobler, Esq. of the law firm Richard Tobler, Ltd. appeared on behalf of Plaintiff in Intervention National Wood Products, Inc. (“National Wood”), the Court having heard oral argument and examined the records and documents on file in the above-entitled matter and being fully advised on the premises, hereby ORDERS as follows, having rendered its Decision filed on August 8, 2018:

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1 reasonable offer to settle a lawsuit and punishes the party who refuses to accept such an offer.⁵
2 “NRCP 68 encourages the settlement of lawsuits by raising the stakes for a litigant who receives
3 an offer of judgment. An offeree must balance the uncertainty of receiving a more favorable
4 judgment against the risk of receiving a less favorable judgment and being forced to pay the
5 offeror's costs and attorney's fees.”⁶ In reviewing an application for an award of attorney's fee
6 pursuant to NRCP 68, “the trial court must carefully evaluate the following factors: (1) whether
7 the plaintiff's claim was brought in good faith; (2) whether the defendants' offer of judgment was
8 reasonable and in good faith in both its timing and amount; (3) whether the plaintiff's decision to
9 reject the offer and proceed to trial was grossly unreasonable or in bad faith; and (4) whether the
10 fees sought by the offeror are reasonable and justified in amount.”⁷ “After weighing the
11 foregoing factors, the district judge may, where warranted, award up to the full amount of fees
12 requested.”⁸ An award will not be disturbed if the record is clear that the district court
13 considered the factors and the court's award is not arbitrary or capricious.⁹ No single factor
14 under *Beattie* is determinative. The district court has broad discretion to grant the request as long
15 as all appropriate factors are at least considered.¹⁰

16 On November 13, 2018, APCO made an offer of judgment to Helix for \$25,000 and an
17 offer of judgment to National Wood for \$35,000. Neither party accepted APCO's offer.

18 Preliminarily, APCO's offers were timely.¹¹ Helix and National Wood argued that the
19 November 13, 2018 offers of judgment were untimely because (i) in 2012 the Court (per Judge
20 Susan Scann) issued an Order, which was prepared and submitted by and at the behest of APCO,
21 by and through its then-attorneys, that “[t]rial of this consolidated matter commenced on October
22 30, 2012,” and (ii) this action has never been bifurcated or de-consolidated. However, the Court
23

24 ⁵ *Dillard Dep't Stores, Inc. v. Beckwith*, 115 Nev. 372, 382, 989 P.2d 882, 888 (1999).

25 ⁶ *Bergmann v. Boyce*, 109 Nev. 670, 678, 856 P.2d 560, 565 (1993).

26 ⁷ *Beattie v. Thomas*, 99 Nev. 579, 588–89, 668 P.2d 268, 274 (1983)

27 ⁸ *Beattie v. Thomas*, 99 Nev. 579, 588–89, 668 P.2d 268, 274 (1983)

28 ⁹ *Uniroyal Goodrich Tire Co. v. Mercer*, 111 Nev.

29 318, 324, 890 P.2d 785, 789 (1995), superseded by statute on other grounds as stated in *RTTC*

30 *Comm'n's, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 41–42 & n. 20, 110 P.3d 24, 29 & n. 20 (2005)

31 ¹⁰ *Arnoult*, 114 Nev. at 252 n.16, 955 P.2d at 673 n.16.

32 ¹¹ *Allianz Ins. Co. v. Gagnon*, 109 Nev. 990, 994–95, 860 P.2d 720, 724 (1993).

1 is persuaded by APCO's contention that its offers of judgment were timely relative to the
2 applicability of NRCP 68 and *Allianz Ins. Co. v. Gagnon*, 109 Nev. 990, 994–95, 860 P.2d 720,
3 724 (1993).

4 The Court assesses the *Beattie* factors as follows:

- 5 • Helix's and National Wood's (CabineTec's) claims were brought in good faith.
- 6 • APCO's offers were reasonable and in good faith in both timing and amount.
- 7 • Helix's and National Wood's decisions to reject the offers and proceed to trial against
8 APCO were not grossly unreasonable or in bad faith.
- 9 • The fees sought by APCO are reasonable,¹² *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev.
10 345, 349, 455 P.2d 31, 33 (1969), but an order that Helix and National Wood pay them in
11 their entirety would not be justified given the balancing of the *Beattie* factors.

12 Accordingly, APCO's Motion for Attorney's Fees and Costs is GRANTED pursuant to
13 NRCP 68 with an award of attorneys' fees against Helix in the sum of \$85,000.00, and an award
14 of attorneys' fees against National Wood in the sum of \$60,000.00.

15 APCO requested \$57,228.89 in costs, the Court GRANTS APCO's Motion for Costs and
16 Memorandum for Costs subject to the following deductions: \$3,942.38 for travel and lodging,
17 \$6,013.42 for photocopies¹³ and \$10,500 related to an accounting audit.¹⁴ In total, APCO is
18 awarded a total of \$36,615.08 in costs; \$18,307.54 due from Helix and \$18,307.54 due from
19 National Wood.

20 In total, APCO is awarded a total of \$103,307.54 in fees and costs against Helix and a total
21 of \$78,307.54 in fees and costs against National Wood.

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24 ¹² APCO's post-offer fees attributable to Helix total \$130,933.73 and APCO's post-offer fees attributable
25 to National Wood total \$106,882.23.

26 ¹³ Spencer Fane initially asked for \$15,013.42 for photocopies and reproductions for trial. With the \$6,013.42
deduction, APCO is awarded \$9,000 for photocopies and reproductions for trial.

27 ¹⁴ For the sake of judicial efficiency, the Court incorporates APCO's briefing on its costs from its 05/26/2018 *APCO*
28 *Construction, Inc.'s Supplement to its* of its Motion for Attorneys' Fees, APCO Construction, Inc. 06/29/2018 Reply
in Support of its Motion for Attorney's Fees and related briefing.

1 2. Plaintiff in Intervention National Wood Products, Inc.'s Motion to Retax
2 Costs Re: Defendant APCO Construction, Inc.'s Memorandum of Costs and
3 Disbursements Against Plaintiff in Intervention National Wood Products, Inc. with Joinder
4 by Helix Electric of Nevada, LLC

5 National Wood asserted various reasons for retaxing certain costs. National Wood's
6 Motion to Retax is granted in part as follows: First, the Court retaxes and reduces \$3,942.38 of
7 APCO's expenses related travel and lodging since these amounts were not incurred for
8 depositions. Since only half of the total travel costs were initially allocated to National Wood,
9 the Court retaxes and reduces the \$1,971.19 that APCO initially attributed to National Wood to
10 \$0.00 (zero dollars). Next, the court retaxes \$6,013.42 of the \$15,013.42 APCO requested for
11 photocopies and reduces the same to \$9,000.00. Again, because APCO only asked for half of the
12 total \$15,013.42 in photocopies against National Wood, the Court retaxes and reduces these
13 amounts as to National Wood to \$4,500.00

14 In total, APCO is awarded \$18,307.54 in costs against National Wood.

15 3. Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO
16 Construction, Inc.'s Memorandum of Costs and Disbursements with Joinder by Plaintiff in
17 Intervention National Wood Products, Inc.

18 Helix's Motion to Retax Costs is also granted in part. First, Helix is entitled to the same
19 deductions awarded to National Wood such that (i) the Court retaxes and reduces the \$1,971.19
20 that APCO initially attributed to Helix to \$0.00 (zero dollars) and (ii) the court retaxes \$6,013.42
21 of the \$15,013.42 APCO requested for photocopies and reduces Helix's portion of the same to
22 \$4,500.00. In addition, the Court will retax \$10,500 of accounting costs.

23 APCO is awarded \$18,307.54 in costs against Helix.
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1 **4. National Wood Products, Inc.'s Ex Parte Motion for Order Shortening Time to**
2 **Hear Motion for Order Permitting Leave to File Surreply to APCO Construction's Reply**
3 **to National Wood Products, Inc.'s Opposition to Motion for Attorneys' Fees and Costs.**

4 APCO did not oppose National Wood's Motion for Order Shortening Time to Hear
5 Motion for Order Permitting Leave to File Surreply to APCO Construction's Reply to National
6 Wood Products, Inc.'s Opposition to Motion for Attorneys' Fees and Costs. As such, the Motion
7 is granted.

8 IT IS SO ORDERED.

9 DATED this 25th day of September, 2018.

10 
11 _____
12 DISTRICT COURT JUDGE

13 Respectfully submitted by:

14 **SPENCER FANE LLP**

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42 **LLC,**

EXHIBIT “3”

EXHIBIT “3”

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
<u>Accuracy Glass & Mirror Co.</u>	Plaintiff	6.24.09 First Amended Complaint	Breach of Contract	APCO	9.20.17 Order Granting Plaintiff's Motion to Dismiss
				Camco	
			Breach of Covenant of	APCO	
				Camco	
			Unjust Enrichment or in the Alternative Quantum Meruit	APCO	
				Camco	
				Gemstone	
				Fidelity & Deposit Co of Maryland	
				Scott Financial Corp	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Foreclosure of Mechanic's Lien	APCO	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
				Camco	
				Gemstone	
				Fidelity & Deposit Co of Maryland	
				Scott Financial Corp	
			Claim of Priority	Scott Financial Corp	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Claim Against Bond	Fidelity & Deposit Co of Maryland	9.20.17 Order Granting Plaintiff's Motion to Dismiss
			Violation of NRS 624	APCO	
				Camco	5.7.12 Order and Judgement on Scott
			Declaratory Relief	Gemstone	
				Scott Financial Corp	



<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
<u>APCO Construction</u>	Defendant	4.28.10 Counterclaim to Interstate Third Party Complaint	Breach of Contract	Interstate	2.5.18 Stipulation and Order to Dismiss Third Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction With Prejudice
			Set-Off	Interstate	
			Indemnification	Interstate	
			Unjust Enrichment	Interstate	
			Contribution	Interstate	
		4.28.10 Crossclaim	Breach of Contract	Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and
			Breach of Covenant of Good Faith and Fair Dealing	Gemstone	
			Indemnification	Gemstone	
			Unjust Enrichment	Gemstone	
<u>Bruin Painting Corp.</u>	Plaintiff In Intervention	6.24.09 Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint	Breach of Contract	Camco	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
			Breach of Implied Covenant of Good Faith and Fair Dealing	Camco	
			Unjust Enrichment or in the alternative Quantum Meruit	Camco	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Fidelity & Deposit Co of Maryland	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
			Foreclosure of Mechanic's Lien	Camco	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
				Gemstone	
				Fidelity & Deposit Co of Maryland	
				Scott Financial	
			Claim of Priority	Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Claim Against Bond	Fidelity & Deposit Co of Maryland	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
			Violation of NRS 624	Camco	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
			Declaratory Judgment	Gemstone	5.7.12 Order and Judgement on Scott
				Scott Financial	

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
<u>Cactus Rose Construction, Inc.</u>	Plaintiff in Intervention	4.1.10 Statement of Facts Constituting a Notice of Lien and Third-Party Complaint	Breach of Contract	Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.
			Breach of Covenant of Good Faith and Fair Dealing	Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
			Unjust Enrichment, or in the alternative Quantum Meruit	Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.
				Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
				Fidelity & Deposit Co.	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal
			Foreclosure of Mechanic's Lien	Gemstone	5.7.12 Order and Judgement on Scott Financial's MSJ as to
				Camco	
				Scott Financial	
			Claim of Priority	Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Claim Against Bond	Fidelity & Deposit Co.	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal
			Violation of NRS 624	Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.
			Declaratory Relief	Gemstone	5.7.12 Order and Judgement on Scott
				Scott Financial	

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
Camco Pacific Construction Co	Defendant and Counter-Claimant	9.10.09 Answer and Counterclaim re: Dave Peterson Framing	Abuse of Process	Dave Peterson Framing	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order /// 9.20.17 Order Granting Plaintiff's Motion to Dismiss
			Breach of Contract (in the alternative)	Dave Peterson Framing	
			Breach of Covenant of Good Faith and Fair Dealing (in the alternative)	Dave Peterson Framing	
			Declaratory Relief	Dave Peterson Framing	
			Attorneys' Fees	Dave Peterson Framing	
		9.10.09 Answer and Counterclaim re: Helix Electric	Abuse of Process	Helix Electric	4.25.18 Findings of Fact and Conclusions of Law as to the Claims of Helix Electric
			Breach of Contract	Helix Electric	
			Breach of Covenant of Good Faith and Fair Dealing	Helix Electric	
			Declaratory Relief	Helix Electric	
			Attorneys' Fees	Helix Electric	
		9.11.09 Answer and Counterclaim re: Accuracy Glass	Breach of Contract	Accuracy Glass	9.20.17 Order Granting Plaintiff's Motion to Dismiss
			Breach of Covenant of Good Faith and Fair Dealing	Accuracy Glass	
		9.11.09 Answer and Counterclaim Re: Bruin Painting	Breach of Contract	Bruin Painting	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order ///
			Breach of Covenant of Good Faith and Fair Dealing	Bruin Painting	
		9.11.09 Answer and Counterclaim re: WRG Design	Breach of Contract	WRG Design	9.20.17 Stipulation and Order of Dismissal of All Claims Relating to Cardno WRG, Inc.
			Breach of Covenant of Good Faith and Fair Dealing (in the alternative)	WRG Design	
		9.11.09 Answer and Counterclaim Re: Heinaman	Breach of Contract	Heinman	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing
			Breach of Covenant of Good Faith and Fair Dealing (in the alternative)	Heinman	

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
		4.13.10 Answer and Counterclaim re: Cactus Rose	Abuse of Process	Cactus Rose	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.
			Breach of Contract (in the alternative)	Cactus Rose	
			Breach of Covenant of Good Faith and Fair Dealing (in the alternative)	Cactus Rose	
			Declaratory Relief	Cactus Rose	
			Attorneys' Fees	Cactus Rose	
		4.13.10 Answer and Counterclaim re: Interstate	Abuse of Process	Interstate	2.5.18 Stipulation and Order to Dismiss Third Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction With Prejudice
			Breach of Contract (in the alternative)	Interstate	
			Breach of Covenant of Good Faith and Fair Dealing (in the alternative)	Interstate	
			Declaratory Relief	Interstate	
			Attorneys' Fees	Interstate	
		4.28.10 Amended Answer and Counterclaim re: HD Supply	<i>No counterclaims asserted in amended counterclaim</i>		

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
<u>HD</u> <u>Waterworks</u> <u>Supply LP</u>	Plaintiff In Intervention	6.24.09 Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint	Breach of Contract	Jeff Heit Plumbing	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order /// 9.20.17 Order Granting Plaintiff's Motion to Dismiss
				E & E Fire Protection	4.4.13 Stipulation and Order to Dismiss
			Breach of Implied Covenant of Good Faith and Fair Dealing	Jeff Heit Plumbing	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order /// 9.20.17 Order Granting Plaintiff's Motion to Dismiss
				E & E Fire Protection	4.4.13 Stipulation and Order to Dismiss

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
			Unjust Enrichment, or in the alternative Quantum Meruit	APCO	10.7.16 Special Master
				Camco	Report Regarding
				Gemstone	Remaining Parties to the
				Jeff Heit Plumbing	Litigation, Special Master
				E & E Fire Protection	4.4.13 Stipulation and
					Order to Dismiss
				Fidelity & Deposit Co of Maryland	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Old Republic Surety	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Orde
				Platte River Insurance Co.	4.5.10 Voluntary Dimissal
				Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Foreclosure of Mechanic's Lien	Jeff Heit Plumbing	5.7.12 Order and
				E & E Fire Protection	Judgement on Scott Financial's MSJ as to
			Claim of Priority	Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
			Claim Against Bond	Fidelity & Deposit Co of Maryland	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Old Republic Surety	10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Platte River Insurance Co.	4.5.10 Voluntary Dimissal
			Declaratory Judgment	Gemstone	5.7.12 Order and Judgement on Scott
				Scott Financial	

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
<u>Helix Electric of Nevada, LLC</u>	Plaintiff In Intervention	6.24.09 Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint	Breach of Contract	APCO	4.25.18 Findings of Fact and Conclusions of Law As to the Claims of Helix Electric and Cabenetec Against APCO
				Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.
			Breach of Implied Covenant of Good Faith and Fair Dealing	APCO	4.25.18 Findings of Fact and Conclusions of Law As to the Claims of Helix Electric and Cabenetec Against APCO
				Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
			Unjust Enrichment or in the alternative Quantum Meruit	APCO	4.25.18 Findings of Fact and Conclusions of Law As to the Claims of Helix Electric and Cabenetec Against APCO
				Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.
				Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Fidelity & Deposit Co of Maryland	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal
				Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Foreclosure of Mechanic's Lien	APCO	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
				Camco	
				Gemstone	
				Scott Financial	
			Claim of Priority	Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Claim Against Bond	Fidelity & Deposit Co of Maryland	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
			Violation of NRS 624	APCO	4.25.18 Findings of Fact and Conclusions of Law As to the Claims of Helix Electric and Cabenetec Against APCO
				Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.
			Declaratory Judgment	Gemstone	5.7.12 Order and
				Scott Financial	Judgement on Scott

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
<u>Heinaman Contract Glazing</u>		6.24.19 Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint	Breach of Contract	Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing
			Breach of Implied Covenant of Good Faith and Fair Dealing	Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing
			Unjust Enrichment or in the alternative Quantum Meruit	Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing
				Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
				Fidelity & Deposit Co of Maryland	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal
				Camco	5.7.12 Order and Judgement on Scott Financial's MSJ as to
			Foreclosure of Mechanic's Lien	Gemstone	
				Scott Financial	
			Claim of Priority	Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Claim Against Bond	Fidelity & Deposit Co of Maryland	7.19.18 Order Granting Motion to Deposit Bond With Court, Exoneration of Bond, and Dismissal
			Violation of NRS 624	Camco	4.26.18 Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing
			Declaratory Judgment	Gemstone	5.7.12 Order and Judgement on Scott
				Scott Financial	

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
<u>Interstate Plumbing</u>	Plaintiff-in-Intervention	4.5.10 Statement of Facts Constituting a Notice of Lien and Third-Party Complaint	Breach of Contract	APCO	2.5.18 Stipulation and Order to Dismiss Third
			Breach of Covenant of	Camco	2.5.18 Stipulation and Order to Dismiss Third
			Unjust Enrichment, or in the alternative Quantum Meruit	APCO	2.5.18 Stipulation and Order to Dismiss Third
				Camco	2.5.18 Stipulation and Order to Dismiss Third
				Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				Fidelity & Deposit Co	7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal
				Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
				APCO	2.5.18 Stipulation and Order to Dismiss Third
				Camco	2.5.18 Stipulation and Order to Dismiss Third
				Gemstone	5.7.12 Order and Judgement on Scott
				Scott Financial	5.7.12 Order and Judgement on Scott
			Foreclosure of Mechanic's Lien	APCO	2.5.18 Stipulation and Order to Dismiss Third
			Claim of Priority	Camco	2.5.18 Stipulation and Order to Dismiss Third
				Gemstone	5.7.12 Order and Judgement on Scott
			Claim Against Bond	Scott Financial	5.7.12 Order and Judgement on Scott
				Scott Financial	5.7.12 Order and Judgement on Scott
			Violation of NRS 624	APCO	2.5.18 Stipulation and Order to Dismiss Third
			Declaratory Relief	Camco	2.5.18 Stipulation and Order to Dismiss Third
				Gemstone	5.7.12 Order and Judgement on Scott
				Scott Financial	5.7.12 Order and Judgement on Scott

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
WRG Design, Inc.	Plaintiff In Intervention	6.24.09 Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint	Breach of Contract	Gemstone	9.20.17 Order Granting Plaintiff's Motion to Dismiss
				APCO	9.20.17 Stipulation and Order of Dimissal of All
				Camco	
			Breach of Implied Covenant of Good Faith and Fair Dealing	Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				APCO	9.20.17 Stipulation and Order of Dimissal of All
				Camco	
			Unjust Enrichment or in the alternative Quantum Meruit	Gemstone	5.26.10 Order Striking Gemstone's Answer and Counterclaims and Entering Default /// 10.7.16 Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation, and District Court Order
				APCO	9.20.17 Stipulation and Order of Dimissal of All
				Camco	
				Fidelity & Deposit Co of Maryland	9.20.17 Stipulation and Order of Dimissal of All Claims Relating to Cardno WRG, Inc. /// 7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneration of Bond, and Dismissal
				Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens
			Foreclosure of Mechanic's Lien	Gemstone	5.7.12 Order and Judgement on Scott Financial's MSJ as to
				APCO	
				Camco	
			Claim of Priority	Scott Financial	5.7.12 Order and Judgement on Scott Financial's MSJ as to Priority of Liens

<u>Party</u>	<u>Role</u>	<u>Pleading</u>	<u>Claims</u>	<u>Against</u>	<u>Resolved By</u>
			Claim Against Bond	Fidelity & Deposit Co of Maryland	9.20.17 Stipulation and Order of Dimissal of All Claims Relating to Cardno WRG, Inc. /// 7.19.18 Order Granting Motion to Deposit Bond Penal Sum With Court, Exoneraton of Bond, and Dimissal
			Declaratory Judgment	Gemstone Scott Financial	5.7.12 Order and Judgement on Scott

EXHIBIT “4”

EXHIBIT “4”

Carl H. H.
CLERK OF THE COURT

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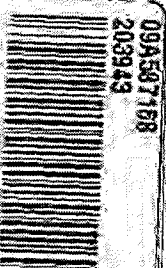
DISTRICT COURT

CLARK COUNTY, NEVADA

LEAD CASE NO.: A571228
DEPT. NO.: XIII

Consolidated with:

A571792
A574391
A577623
A583289
A584730
A5871682



09A587168
203943

Plaintiff,

ACCURACY GLASS & MIRROR
COMPANY, INC., a Nevada corporation,

vs.

APCO CONSTRUCTION, a Nevada
corporation; CAMCO PACIFIC
CONSTRUCTION COMPANY, INC., a
California corporation; GEMSTONE
DEVELOPMENT WEST, INC., Nevada
corporation; FIDELITY AND DEPOSIT
COMPANY OF MARYLAND; SCOTT
FINANCIAL CORPORATION, a North Dakota
corporation; DOES I through X; ROE
CORPORATIONS I through X; BOE
BONDING COMPANIES I through X; LOE
LENDERS I through X, inclusive,

Defendants.

FIRST AMENDED COMPLAINT RE
FORECLOSURE

EXEMPTION FROM ARBITRATION:
Title to Real Estate

ACCURACY GLASS & MIRROR COMPANY, INC. ("Accuracy") by and through its
attorneys PEEL BRIMLEY LLP, as for its First Amended Complaint re Foreclosure ("Amended
Complaint") against the above-named defendants complains, avers and alleges as follows:

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

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THE PARTIES

1. Accuracy is and was at all times relevant to this action a Nevada corporation duly authorized, licensed and qualified to do business in Clark County, Nevada holding a Nevada State Contractor's license, which license is in good standing.

2. Accuracy is informed and believes and therefore alleges that Defendant GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation ("Owner") is and was at all times relevant to this action, the owner, reputed owner, or the person, individual and/or entity who claims an ownership interest in that certain real property portions thereof located in Clark County, Nevada and more particularly described as follows:

Manhattan West Condominiums (Project)
Spring Valley
County Assessor Description: PT NE4 NW4 SEC 32 21 60 &
PT N2 NW4 SEC 32 21 60
SEC 32 TWP 21 RNG 60

and more particularly described as Clark County Assessor Parcel Numbers 163-32-101-020 and 163-32-101-022 through 163-32-101-024 (formerly known as 163-32-101-019 and 163-32-112-001 thru 163-32-112-246) including all easements, rights-of-way, common areas and appurtenances thereto, and surrounding space may be required for the convenient use and occupation thereof, upon which Owners caused or allowed to be constructed certain improvements (the "Property").

3. The whole of the Property is reasonably necessary for the convenient use and occupation of the improvements.

4. Accuracy is informed and believes and therefore alleges that Defendant APCO CONSTRUCTION, a Nevada corporation ("APCO"), is and was at all times relevant to this action doing business as a licensed contractor authorized to conduct business in Clark County, Nevada. APCO may also be known as Asphalt Products Company.

5. Accuracy is informed and believes and therefore alleges that Defendant CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation ("CAMCO"), is and was at all times relevant to this action doing business as a licensed contractor authorized to conduct business in Clark County, Nevada.

6. Accuracy is informed and believes and therefore alleges that Defendant, FIDELITY AND DEPOSIT COMPANY OF MARYLAND (hereinafter "CAMCO Surety"), was and is a bonding company licensed and qualified to do business as a surety in Nevada.

7. Accuracy is informed and believes and therefore alleges that Defendant Scott Financial Corporation ("SFC") is a North Dakota corporation with its principle place of business in Bismark, North Dakota. SFC is engaged in the business of underwriting and originating loans, selling participation in those loans, and servicing the loans. SFC has recorded deeds of trust securing loans given to the Owner for, inter alia, development of the Property.

8. Accuracy does not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES I through X, ROE CORPORATIONS I through X, BOE BONDING COMPANIES I through X and LOE LENDERS I through X. Accuracy alleges that such Defendants claim an interest in or to the Properties, and/or are responsible for damages suffered by Accuracy as more fully discussed under the claims for relief set forth below. Accuracy will request leave of this Honorable Court to amend this Amended Complaint to show the true names and capacities of each such fictitious Defendant when Accuracy discovers such information.

FIRST CAUSE OF ACTION
(Breach of Contract against APCO)

9. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

H:\PUB\CLIENT\FILES\0001 - 0999 (A - C)\0039
- Accuracy Class & Mirror\008 - APCO
- Construction (Munhattan)

10. On or about April 17, 2007 Accuracy entered into an Agreement with APCO to provide certain glass and glazing related work, materials, and equipment (the "APCO Work") for the Property located in Clark County, Nevada.

11. Accuracy furnished the APCO Work for the benefit of and at the specific instance and request of APCO and/or the Owner.

12. Pursuant to the APCO Agreement, Accuracy was to be paid an amount in excess of Ten Thousand Dollars (\$10,000.00) (hereinafter "APCO Outstanding Balance") for the APCO Work.

13. Accuracy furnished the APCO Work and has otherwise performed its duties and obligations as required by the APCO Agreement.

14. APCO breached the APCO Agreement by, among other things:

a. Failing and/or refusing to pay the monies owed to Accuracy for the APCO Work;

b. Failing to adjust the APCO Agreement price to account for extra and/or changed work, as well as suspensions and delays of the APCO Work caused or ordered by the Defendants and/or their representatives;

c. Failing to promptly recognize and grant time extensions to reflect additional time allowable under the APCO Agreement and permit related adjustments in scheduled performance;

d. Failing and/or refusing to comply with the APCO Agreement and Nevada law; and

e. Negligently or intentionally preventing, obstructing, hindering, or interfering with Accuracy's performance of the APCO Work.

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3333 E. SHERIDAN AVENUE, STE. 200
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15. Accuracy is owed an amount in excess of Ten Thousand Dollars (\$10,000.00) for the APCO Work.

16. Accuracy has been required to engage the services of an attorney to collect the APCO Outstanding Balance, and Accuracy is entitled to recover its reasonable costs, attorney's fees and interest therefore.

SECOND CAUSE OF ACTION
(Breach of Contract against CAMCO)

17. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

18. On or about August 26, 2008, Accuracy entered into a Ratification and Amendment of Subcontract Agreement with CAMCO ("CAMCO Agreement") who replaced APCO as the general contractor on the Project, to continue and complete the provision of work, materials, and equipment for the Property ("CAMCO Work").

19. Accuracy furnished the CAMCO Work for the benefit of and at the specific instance and request of CAMCO and/or the Owner.

20. Pursuant to the CAMCO Agreement, Accuracy was to be paid an amount in excess of Ten Thousand Dollars (\$10,000.00) (hereinafter "CAMCO Outstanding Balance") for the CAMCO Work.

21. Accuracy furnished the CAMCO Work and has otherwise performed its duties and obligations as required by the CAMCO Agreement.

22. CAMCO has breached the CAMCO Agreement by, among other things:

a. Failing and/or refusing to pay the monies owed to Accuracy for the CAMCO Work;

b. Failing to adjust the CAMCO Agreement price to account for extra and/or changed work, as well as suspensions and delays of CAMCO Work caused or ordered by the Defendants and/or their representatives;

c. Failing to promptly recognize and grant time extensions to reflect additional time allowable under the CAMCO Agreement and permit related adjustments in scheduled performance;

d. Failing and/or refusing to comply with the CAMCO Agreement and Nevada law; and

e. Negligently or intentionally preventing, obstructing, hindering or interfering with Accuracy's performance of the CAMCO Work.

23. Accuracy is owed an amount in excess of Ten Thousand Dollars (\$10,000.00) for the CAMCO Work.

24. Accuracy has been required to engage the services of an attorney to collect the CAMCO Outstanding Balance, and Accuracy is entitled to recover its reasonable costs, attorney's fees and interest therefore.

THIRD CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith & Fair Dealing Against APCO)

25. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

26. There is a covenant of good faith and fair dealing implied in every agreement, including the APCO Agreement.

27. APCO breached its duty to act in good faith by performing the APCO Agreement in a manner that was unfaithful to the purpose of the APCO Agreement, thereby denying Accuracy's justified expectations.

IN RE: ACCIDENT FILES 10001 - 0999 (A - C) 0039
- Accuracy Glass & Mirror/0008 - APCO
Construction (Maximum)

28. Due to the actions of APCO, Accuracy suffered damages in an amount to be determined at trial for which Accuracy is entitled to judgment plus interest.

29. Accuracy has been required to engage the services of an attorney to collect the APCO Outstanding Balance and Accuracy is entitled to recover its reasonable costs, attorney's fees and interest therefore.

FOURTH CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith & Fair Dealing Against CAMCO)

30. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

31. There is a covenant of good faith and fair dealing implied in every agreement, including the CAMCO Agreement.

32. CAMCO breached its duty to act in good faith by performing the CAMCO Agreement in a manner that was unfaithful to the purpose of the CAMCO Agreement, thereby denying Accuracy's justified expectations.

33. Due to the actions of CAMCO, Accuracy suffered damages in an amount to be determined at trial for which Accuracy is entitled to judgment plus interest.

34. Accuracy has been required to engage the services of an attorney to collect the CAMCO Outstanding Balance and Accuracy is entitled to recover its reasonable costs, attorney's fees and interest therefore.

FIFTH CAUSE OF ACTION
(Unjust Enrichment or in the Alternative Quantum Meruit – Against All Defendants)

35. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

1 36. Accuracy furnished the APCO Work and the CAMCO Work for the benefit of and
2 at the specific instance and request of the Defendants.

3 37. As to APCO and CAMCO this cause of action is being pled in the alternative.

4 38. The Defendants accepted, used, and enjoyed the benefit of the APCO Work and
5 CAMCO Work.
6

7 39. The Defendants knew or should have known that Accuracy expected to be paid for
8 the APCO Work and the CAMCO Work.

9 40. Accuracy has demanded payment of the APCO Outstanding Balance and the
10 CAMCO Outstanding Balance.

11 41. To date, the Defendants have failed, neglected, and/or refused to pay the APCO
12 Outstanding Balance or the CAMCO Outstanding Balance.

13 42. The Defendants have been unjustly enriched, to the detriment of Accuracy.

14 43. Accuracy has been required to engage the services of an attorney to collect the
15 APCO Outstanding Balance and the CAMCO Outstanding Balance and Accuracy is entitled to
16 recover its reasonable costs, attorney's fees and interest therefore.
17

18 **SIXTH CAUSE OF ACTION**
19 **(Foreclosure of Mechanic's Lien)**

20 44. Accuracy repeats and realleges each and every allegation contained in the
21 preceding paragraphs of this Amended Complaint, incorporates them by reference, and further
22 alleges as follows:

23 45. The provision of the APCO Work and CAMCO Work was at the special instance
24 and request of the Defendants for the Property.

25 46. As provided at NRS 108.245 and common law, the Defendants had knowledge of
26 Accuracy's delivery of the APCO Work and CAMCO Work to the Property or Accuracy
27 provided a Notice of Right to Lien.
28

47. Accuracy demanded payment of the APCO Outstanding Balance and CAMCO Outstanding Balance.

48. On or about December 5, 2008, Accuracy timely recorded a Notice of Lien in Book 20081205 of the Official Records of Clark County, Nevada, as Instrument No. 0001947 (the "Original Lien").

49. On or about February 2, 2009, Accuracy timely recorded an Amended Notice of Lien in Book 20090202 of the Official Records of Clark County, Nevada, as Instrument No. 0000834 (the "Amended Lien").

50. The Original Lien and Amended Lien are hereinafter referred to as the "Liens"

51. The Liens were in writing and were recorded against the Property for the outstanding balance due to Accuracy in the amount of One Million Nine Hundred Fifty-Six Thousand Nine Hundred Two and 53/100 Dollars (\$1,956,902.53).

52. The Liens were served upon the Owner and/or its authorized agents, as required by law.

53. Accuracy is entitled to an award of reasonable attorney's fees, costs and interest on the APCO Outstanding Balance and CAMCO Outstanding Balance, as provided in Chapter 108 of the Nevada Revised Statutes.

SEVENTH CAUSE OF ACTION
(Claim of Priority)

54. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

55. Accuracy is informed and believes and therefore alleges that construction on the Property commenced before the recording of any deed(s) of trust and/or other interest(s) in the Property, including the deeds of trust recorded by SFC.

56. Accuracy is informed and believes and therefore alleges that even if a deed(s) of trust and/or other interest(s) in the Property were recorded before construction on the Property commenced, those deed(s) of trust, including SFC's, were thereafter expressly subordinated to Accuracy's statutory mechanics' lien thereby elevating Accuracy's statutory mechanics' lien to a position superior to those deed(s) of trust and/or other interest(s) in the Property.

57. Accuracy's claim against the Property is superior to the claim(s) of SFC, any other defendant, and/or any Loe Lender.

58. Accuracy has been required to engage the services of an attorney to collect the APCO Outstanding Balance due and owing for the APCO Work and to collect the CAMCO Outstanding Balance due and owing for the CAMCO Work and Accuracy is entitled to recover its reasonable costs, attorney's fees and interest therefore.

EIGHTH CAUSE OF ACTION
(Claim Against Bond - CAMCO Surety)

59. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

60. Prior to the events giving rise to this Amended Complaint, the CAMCO Surety issued License Bond No. 8739721 (hereinafter the "Bond") in the sum of Fifty Thousand Dollars (\$50,000.00).

61. CAMCO is named as principal and CAMCO Surety is named as surety on the Bond.

62. The Bond was provided pursuant to the requirements of NRS 624.270, which Bond was in force during all times relevant to this action.

63. Accuracy furnished the CAMCO Work as stated herein and has not been paid for the same. Accuracy therefore claims payment on said Bond.

64. The CAMCO Surety is obligated to pay Accuracy the sums due.

65. Demand for the payment of the sums due to Accuracy has been made, but CAMCO and the CAMCO Surety have failed, neglected and refused to pay the same to Accuracy.

66. CAMCO and the CAMCO Surety owe Accuracy the penal sum of the Bond.

67. Accuracy was required to engage the services of an attorney to collect the CAMCO Outstanding Balance due and owing to Accuracy and Accuracy is entitled to recover its reasonable attorney's fees and costs therefore.

NINTH CAUSE OF ACTION
(Violation of NRS 624 - APCO)

68. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

69. NRS 624.606 to 624.630, et. seq. (the "Statute") requires contractors such as APCO to, among other things, timely pay their subcontractors (such as Accuracy), as provided in the in the Statute.

70. In violation of the Statute, APCO failed and/or refused to timely pay Accuracy monies due and owing.

71. APCO's violation of the Statute constitutes negligence per se.

72. By reason of the foregoing, Accuracy is entitled to a judgment against APCO in the amount of the APCO Outstanding Balance.

73. Accuracy has been required to engage the services of an attorney to collect the APCO Outstanding Balance and Accuracy is entitled to recover its reasonable costs, attorney's fees and interests therefore.

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TENTH CAUSE OF ACTION
(Violation of NRS 624 - CAMCO)

74. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

75. NRS 624.606 to 624.630, et. seq. (the "Statute") requires contractors such as CAMCO to, among other things, timely pay their subcontractors (such as Accuracy), as provided in the in the Statute.

76. In violation of the Statute, CAMCO failed and/or refused to timely pay Accuracy monies due and owing.

77. CAMCO's violation of the Statute constitutes negligence per se.

78. By reason of the foregoing, Accuracy is entitled to a judgment against CAMCO in the amount of the CAMCO Outstanding Balance

79. Accuracy has been required to engage the services of an attorney to collect the CAMCO Outstanding Balance and Accuracy is entitled to recover its reasonable costs, attorney's fees and interests therefor.

ELEVENTH CAUSE OF ACTION
(Declaratory Judgment)

80. Accuracy repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

81. Upon information and belief, Owner is the Trustor and SFC is the beneficiary under the following deeds of trust covering the real property at issue:

- a. Senior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004264;

b. Junior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004265;

c. Third Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004266; and,

d. Senior Debt Deed of Trust dated and recorded February 7, 2008, at Book 20080207, Instrument No. 01482.

82. On February 7, 2008, SFC executed a Mezzanine Deeds of Trust Subordination Agreement that expressly subordinated the Senior, Junior, and Third Deeds of Trust to the Senior Debt Deed of Trust "in all respects", "for all purposes", and, "regardless of any priority otherwise available to SFC by law or agreement".

83. The Mezzanine Deeds of Trust Subordination Agreement contains a provision that it shall not be construed as affecting the priority of any other lien or encumbrances in favor of SFC. Thus, no presumptions or determinations are to be made in SFC's favor concerning the priority of competing liens or encumbrances on the property, such as Accuracy's mechanics' lien.

84. Pursuant to the a Mezzanine Deeds of Trust Subordination Agreement, SFC was to cause the Senior, Junior, and Third Deeds of Trust to contain specific statements thereof that they were expressly subordinated to the Senior Debt Deed of Trust and SFC was to mark its books conspicuously to evidence the subordination of the Senior, Junior, and Third Deeds of Trust to the Senior Debt Deed of Trust.

85. Accuracy is informed and believes and therefore alleges that construction on the Property commenced at least before the recording of the Senior Debt Deed of Trust and that by law, all mechanics' liens, including Accuracy's, enjoy a position of priority over the Senior Debt Deed of Trust.

86. Because the Mezzanine Deeds of Trust Subordination Agreement renders the Senior, Junior, and Third Deeds of Trust expressly subordinate to the Senior Debt Deed of Trust,

1 it also renders, as a matter of law, the Senior, Junior, and Third Deeds of Trust expressly
2 subordinate to all mechanics' liens, including Accuracy's.

3 87. A dispute has arisen, and an actual controversy now exists over the priority issue
4 of Accuracy's mechanics' lien over other encumbrances on the property.

5 88. Accuracy is entitled to a court order declaring that its mechanics' lien has a
6 superior lien position on the Property over any other lien or encumbrance created by or for the
7 benefit of SFC or any other entity.

8
9 **WHEREFORE**, Accuracy prays that this Honorable Court:

10 1. Enters judgment against the Defendants, and each of them, jointly and severally, in
11 the APCO Outstanding Balance and CAMCO Outstanding Balance amounts;

12 2. Enters a judgment against Defendants, and each of them, jointly and severally, for
13 Accuracy's reasonable costs and attorney's fees incurred in the collection of the APCO
14 Outstanding Balance and the CAMCO Outstanding Balance, as well as an award of interest
15 thereon;

16 3. Enter a judgment declaring that Accuracy has valid and enforceable mechanic's
17 liens against the Property, with priority over all Defendants, in an amount of the APCO
18 Outstanding Balance and CAMCO Outstanding Balance;

19 4. Adjudge a lien upon the Property for the APCO Outstanding Balance and
20 CAMCO Outstanding Balance, plus reasonable attorneys fees, costs and interest thereon, and that
21 this Honorable Court enter an Order that the Property, and improvements, such as may be
22 necessary, be sold pursuant to the laws of the State of Nevada, and that the proceeds of said sale
23 be applied to the payment of sums due Accuracy herein;

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1 5. Enter a judgment declaring that Accuracy's mechanics' lien enjoys a position of
2 priority superior to any lien or encumbrance created by or for the benefit of SFC or any other
3 entity; and,

4 6. For such other and further relief as this Honorable Court deems just and proper in
5 the premises.

6 Dated this 23 day of June 2009,

PEEL BRIMLEY LLP


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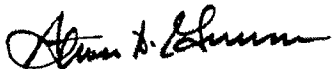
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Attorneys for Accuracy Glass & Mirror
Company, Inc.

EXHIBIT “5”

EXHIBIT “5”



CLERK OF THE COURT

1 ANS

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14 *Attorneys for APCO Construction*

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

17 APCO CONSTRUCTION, a Nevada
18 corporation,

19 Plaintiff,

20 vs.

21 GEMSTONE DEVELOPMENT WEST, INC.,
22 a Nevada corporation; NEVADA
23 CONSTRUCTION SERVICES, a Nevada
24 corporation; SCOTT FINANCIAL
25 CORPORATION, a North Dakota corporation;
26 COMMONWEALTH LAND TITLE
27 INSURANCE COMPANY; FIRST
28 AMERICAN TITLE INSURANCE
COMPANY; and DOES I through X,

Defendants.

CASE NO.: A571228

DEPT. NO.: XXV

Consolidated with: 08A574391,
08A574792, 08A577623, 09A580889,
09A583289, 09A584730, 09A584960,
09A587168, A-09-589195-C, A-09-589677-
C, A-09-590319-C, A-09-592826-C,
A-09-596924-C, and A-09-597089-C

**APCO CONSTRUCTION'S ANSWER
TO INTERSTATE PLUMBING & AIR
CONDITIONING'S STATEMENT OF
FACTS CONSTITUTING NOTICE OF
LIEN AND COMPLAINT;
COUNTERCLAIM AND CROSS-CLAIM**

AND ALL RELATED CASES AND
CONSOLIDATED MATTERS

1 **APCO CONSTRUCTION'S ANSWER TO INTERSTATE PLUMBING & AIR**
2 **CONDITIONING'S STATEMENT OF FACTS CONSTITUTING**
3 **NOTICE OF LIEN AND COMPLAINT; COUNTERCLAIM AND CROSS-CLAIM**

4 APCO CONSTRUCTION formerly ASPHALT PRODUCT CORPORATION, a
5 Nevada corporation (hereinafter "APCO"), by and through its attorneys, Gwen Rutar Mullins,
6 Esq. and Wade B. Gochmour, Esq., of the law firm of Howard and Howard Attorneys PLLC,
7 hereby files this Answer to Interstate Plumbing & Air Conditioning's Statement of Facts
8 Constituting Notice of Lien and Complaint (hereinafter "Complaint") and hereby responds and
9 alleges as follows:

10 **THE PARTIES**

11 1. Answering Paragraphs 1, 5, 6 and 8 of the Complaint, APCO does not have
12 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
13 contained therein, and upon said grounds, denies each and every allegation contained therein.

14 2. Answering Paragraphs 2 and 3 of the Complaint, APCO admits the allegations
15 contained therein.

16 3. Answering Paragraph 4 of the Complaint, APCO admits that APCO
17 Construction is a Nevada corporation and that at all times relevant to this action was doing
18 business as a licensed contractor. APCO further admits that it is duly authorized to conduct
19 business in Clark County, Nevada. APCO further admits that Asphalt Products Company, Inc.
20 was its initial corporate name registered with the Nevada Secretary of State. APCO asserts that
21 Asphalt Products Company, Inc. amended its legal name with the Secretary of State and that its
22 current legal corporate name is APCO Construction. As to the remaining allegations of
23 Paragraph 4 of the Complaint, APCO denies each and every allegation.

24 4. Answering Paragraph 7 of the Complaint, APCO, upon information and belief,
25 admits that Scott Financial Corporation ("SFC") has recorded deeds of trust securing loans
26 given to Gemstone Development West, Inc. ("Gemstone"), the owner of the Manhattan West
27 Mixed-Use Development Project ("Project"), for the development of the Project. As to the
28 remaining allegations of Paragraph 7 of the Complaint, APCO does not have sufficient

1 knowledge or information upon which to base a belief as to the truth of the allegations
2 contained therein, and upon said grounds, denies.

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Contract Against APCO)**

5 5. Answering Paragraph 9 of the Complaint, APCO repeats and realleges each and
6 every allegation contained in paragraphs 1 through 4 of this Answer to the Complaint as though
7 fully set forth herein.

8 6. Answering Paragraph 10 of the Complaint, APCO admits that APCO entered
9 into subcontract with Interstate Plumbing & Air Conditioning LLC ("Interstate") to provide
10 certain plumbing and HVAC related work, materials and equipment on the Project. As to the
11 remaining allegations of Paragraph 10 of the Complaint, APCO does not have sufficient
12 knowledge or information upon which to base a belief as to the truth of the allegations
13 contained therein, and upon said grounds, denies each and every allegation contained therein on
14 those basis.

15 7. Answering Paragraph 11 of the Complaint, APCO admits that Interstate's
16 services benefited Owner, i.e. Gemstone. APCO denies all of the remaining allegations of
17 Paragraph 11 of the Complaint.

18 8. Answering Paragraph 12 of the Complaint, APCO admits that the terms of the
19 subcontract with Interstate speak for themselves. APCO denies all of the remaining allegations
20 of Paragraph 12 of the Complaint.

21 9. Answering Paragraph 13 of the Complaint, APCO admits that Interstate
22 furnished services under subcontract, which subcontract was subsequently ratified and assumed
23 by Camco Pacific Construction Company ("CPCC") and/or Gemstone. APCO denies all of the
24 remaining allegations of Paragraph 13 of the Complaint.

25 10. Answering Paragraphs 14, 15 and 16 of the Complaint, APCO denies each and
26 every allegation contained therein.

27 ///

SECOND CAUSE OF ACTION

(Breach of Contract Against CPCC)

11. Answering Paragraph 17 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 10 of this Answer to the Complaint as though fully set forth herein.

12. Answering Paragraph 18 of the Complaint, APCO, upon information and belief, admits the allegations contained therein.

13. Answering Paragraphs 19, 20, 21, 22, 23 and 24 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

THIRD CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith & Fair Dealing Against APCO)

14. Answering Paragraph 25 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 13 of this Answer to the Complaint as though fully set forth herein.

15. Answering Paragraph 26 of the Complaint, APCO, upon information and belief, admits the allegations contained therein.

16. Answering Paragraph 27 of the Complaint, APCO denies each and every allegation contained therein.

17. Answering Paragraphs 28 and 29 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

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///

///

FOURTH CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith & Fair Dealing Against CPCC)

18. Answering Paragraph 30 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 17 of this Answer to the Complaint as though fully set forth herein.

19. Answering Paragraph 31 of the Complaint, APCO, upon information and belief, admits the allegations contained therein.

20. Answering Paragraphs 32, 33 and 34 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein on those basis.

FIFTH CAUSE OF ACTION

(Unjust Enrichment or in the Alternative Quantum Meruit – Against All Defendants)

21. Answering Paragraph 35 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 20 of this Answer to the Complaint as though fully set forth herein.

22. Answering Paragraphs 36, 37, 38, 39, 40, 41, 42 and 43 of the Complaint, APCO denies all the allegations as they pertain to, or as they are alleged against, APCO. With respect to any allegations that have been asserted against the remaining Defendants, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

SIXTH CAUSE OF ACTION

(Foreclosure of Mechanic's Lien)

23. Answering Paragraph 44 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 22 of this Answer to the Complaint as though fully set forth herein.

24. Answering Paragraphs 45, 46, 47, 48, 49, 50, 51, 52 and 53 of the Complaint, APCO denies all the allegations as they pertain to, or as they are or may be alleged against, APCO. With respect to any allegations that have been asserted against the remaining Defendants APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

SEVENTH CAUSE OF ACTION

(Claim of Priority)

25. Answering Paragraph 54 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 24 of this Answer to the Complaint as though fully set forth herein.

26. Answering Paragraph 55 of the Complaint, APCO admits the allegations contained therein.

27. Answering Paragraph 56 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

28. Answering Paragraphs 57 and 58 of the Complaint, APCO denies all the allegations as they pertain to, or as they are alleged against, APCO. With respect to any allegations that have been asserted against the remaining Defendants, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein.

EIGHTH CAUSE OF ACTION

(Claim Against Bond – CPCC Surety)

29. Answering Paragraph 59 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 28 of this Answer to the Complaint as though fully set forth herein.

///

1 30. Answering Paragraphs 60, 61, 62, 63, 64, 65, 66, and 67 of the Complaint,
2 APCO does not have sufficient knowledge or information upon which to base a belief as to the
3 truth of the allegations contained therein, and upon said grounds, denies each and every
4 allegation contained therein.

5 **NINTH CAUSE OF ACTION**

6 **(Violation of NRS 624 - APCO)**

7 31. Answering Paragraph 68 of the Complaint, APCO repeats and realleges each and
8 every allegation contained in paragraphs 1 through 30 of this Answer to the Complaint as
9 though fully set forth herein.

10 32. Answering Paragraph 69 of the Complaint, APCO alleges that NRS 624.606 to
11 624.630 speak for themselves. As to the remaining allegations of Paragraph 69 of the
12 Complaint, APCO does not have sufficient knowledge or information upon which to base a
13 belief as to the truth of the allegations contained therein, and upon said grounds, denies each
14 and every allegation contained therein on those basis.

15 33. Answering Paragraphs 70, 71, 72 and 73 of the Complaint, APCO denies each
16 and every allegation contained therein.

17 **TENTH CAUSE OF ACTION**

18 **(Violation of NRS 624 – CPCC)**

19 34. Answering Paragraph 74 the Complaint, APCO repeats and realleges each and
20 every allegation contained in paragraphs 1 through 33 this Answer to the Complaint as though
21 fully set forth herein.

22 35. Answering Paragraph 75 the Complaint, APCO alleges that NRS 624.606 to
23 624.630 speak for themselves. As to the remaining allegations of Paragraph 75 of the
24 Complaint, APCO does not have sufficient knowledge or information upon which to base a
25 belief as to the truth of the allegations contained therein, and upon said grounds, denies each
26 and every allegation contained therein on those basis.

27 ///
28

1 36. Answering Paragraphs 76, 77, 78 and 79 of the Complaint, APCO does not have
2 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
3 contained therein, and upon said grounds, denies each and every allegation contained therein.

4 **ELEVENTH CAUSE OF ACTION**

5 **(Declaratory Judgment)**

6 37. Answering Paragraph 80 of the Complaint, APCO repeats and realleges each and
7 every allegation contained in paragraphs 1 through 36 of this Answer to the Complaint as
8 though fully set forth herein.

9 38. Answering Paragraphs 81, 82, 83, 84, 85, 86 and 87 of the Complaint, APCO,
10 upon information and belief, admits the allegations contained therein.

11 39. Answering Paragraph 88 of the Complaint, APCO denies all the allegations as
12 they pertain to, or as they are alleged against, APCO. With respect to any allegations that have
13 been asserted against the remaining Defendants, APCO does not have sufficient knowledge or
14 information upon which to base a belief as to the truth of the allegations contained therein, and
15 upon said grounds, denies each and every allegation contained therein.

16 **FIRST AFFIRMATIVE DEFENSE**

17 Interstate has failed to state a claim against APCO upon which relief can be granted.

18 **SECOND AFFIRMATIVE DEFENSE**

19 The claims of Interstate have been waived as a result of their respective acts and
20 conduct.

21 **THIRD AFFIRMATIVE DEFENSE**

22 No monies are due Interstate at this time as APCO has not received payment for
23 Interstate's work from Gemstone, the developer of the Manhattan West Project.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 Any and all damages sustained by Interstate are the result of negligence, breach of
26 contract and/or breach of warranty, express and/or implied, of a third-party over whom APCO
27 has no control, and for whose acts APCO is not responsible or liable to Interstate.

FIFTH AFFIRMATIVE DEFENSE

At the time and place under the circumstances alleged by the Interstate, Interstate had full and complete knowledge and information with regard to the conditions and circumstances then and there existing, and through Interstate's own knowledge, conduct, acts and omissions, assumed the risk attendant to any condition there or then present.

SIXTH AFFIRMATIVE DEFENSE

Whatever damages, if any, were sustained by Interstate, were caused in whole or in part or were contributed to by reason of Interstate's own actions.

SEVENTH AFFIRMATIVE DEFENSE

The liability, if any, of APCO must be reduced by the percentage of fault of others, including Interstate.

EIGHTH AFFIRMATIVE DEFENSE

The damages alleged by Interstate were caused by and arose out of the risk which Interstate had knowledge and which Interstate assumed.

NINTH AFFIRMATIVE DEFENSE

The alleged damages complained of by Interstate were caused in whole or in part by a new, independent and intervening cause over which APCO had no control. Said independent, intervening cause was the result of any alleged damages resulting to Interstate.

TENTH AFFIRMATIVE DEFENSE

APCO's obligations to Interstate have been satisfied or excused.

ELEVENTH AFFIRMATIVE DEFENSE

Interstate failed to perform their work in workmanlike manner thus causing damages in excess to the sums Interstate claim are due under the subcontract with APCO.

TWELFTH AFFIRMATIVE DEFENSE

The claim for breach of contract is barred as a result of Interstate's failure to satisfy conditions precedent.

THIRTEENTH AFFIRMATIVE DEFENSE

The claims, and each of them, are premature.

FOURTEENTH AFFIRMATIVE DEFENSE

Interstate should indemnify APCO for any and all losses, damages or expenses APCO sustains as a result of any claims by Gemstone for damages that Gemstone allegedly sustained due to Interstate's improper workmanship on the Project, including, but not limited to, any damage amount and the attorney's fees and costs incurred by APCO relative thereto.

FIFTEENTH AFFIRMATIVE DEFENSE

APCO is entitled to an offset or a setoff of any damages that APCO sustains as a result of Interstate's failure to complete the work in a workmanlike manner and/or breach of contract.

SIXTEENTH AFFIRMATIVE DEFENSE

Any obligations or responsibilities of APCO under the subcontract with Interstate, if any, have been replaced, terminated, voided, cancelled or otherwise released by the ratification entered into between Interstate, Gemstone and CPCC and APCO no longer bears any liability thereunder.

SEVENTEENTH AFFIRMATIVE DEFENSE

APCO has been forced to retain the services of an attorney to defend this action and therefore is entitled to reasonable attorneys' fees and costs.

EIGHTEENTH AFFIRMATIVE DEFENSE

Interstate has failed to comply with the requirements of NRS 624.

NINETIETH AFFIRMATIVE DEFENSE

Interstate may have failed to comply with all requirements of NRS 108 to perfect its lien.

TWENTIETH AFFIRMATIVE DEFENSE

Interstate has failed to promptly assert its respective claims against APCO and APCO reserves the right to request the Court to strike any improper pleadings filed against APCO.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Interstate's claims are barred under the doctrine of accord and satisfaction.

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TWENTY-SECOND AFFIRMATIVE DEFENSE

Pursuant to NRCP Rule 8 and 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of this Answer to the Complaint, and therefore, APCO reserves the right to amend their Answer to allege additional affirmative defenses if subsequent investigation so warrants.

WHEREFORE, APCO prays for judgment as follows:

1. That Interstate take nothing by way of its Complaint on file herein and that the same be dismissed with prejudice against APCO;
2. For an award of attorneys' fees and costs incurred herein by APCO; and
3. For such other and further relief as this Court may deem just and proper.

DATED this 28th day of April 2010.

HOWARD & HOWARD ATTORNEYS PLLC

/s/ Gwen Rutar Mullins

Gwen Rutar Mullins, Esq.

Nevada Bar No. 3146

Wade B. Gochmour, Esq.

Nevada Bar No. 6314

3800 Howard Hughes Pkwy., Ste. 1400

Las Vegas, Nevada 89169-5914

Attorneys for APCO Construction

COUNTERCLAIM

APCO CONSTRUCTION, a Nevada corporation (hereinafter "APCO"), by and through its attorneys of record, Gwen Rutar Mullins, Esq. and Wade B. Gochmour, Esq., of the law firm of Howard & Howard Attorneys PLLC, hereby asserts the following Counterclaim against INTERSTATE PLUMBING & AIR CONDITIONING ("Interstate").

FIRST CAUSE OF ACTION
(Breach of Contract)

1. APCO is, and was at all times relevant hereto, a corporation duly organized under the laws of the State of Nevada doing business as a licensed general contractor.

2. Upon information and belief, Interstate is a limited liability company duly organized under the laws of the State of Nevada doing business in Clark County, Nevada, as a subcontractor providing plumbing and HVAC related work.

3. APCO and Interstate entered into a subcontract whereby Interstate agreed to perform certain construction work on the Manhattan West Mixed-Use Development Project ("Project").

4. Interstate was to perform all its work in a good and workmanlike manner and without any defects.

5. Upon information and belief, Interstate failed to perform its work in a workmanlike manner on the Project.

6. All conditions precedent to APCO's obligations have been satisfied or excused.

7. As a direct and proximate result of Interstate's material breach, APCO has been, or will be, damaged in an amount in excess of \$10,000.00.

8. It has become necessary for APCO to engage the services of an attorney and APCO is entitled to reasonable attorneys' fees and costs as damages.

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SECOND CAUSE OF ACTION
(Set-Off)

9. APCO repeats and realleges each and every allegation contained in Paragraphs 1 through 8 of its Counterclaim as though fully set forth herein.

10. The Court must offset or set-off any damages caused by Interstate to APCO, due to Interstate's failure to perform its work in a workmanlike manner, from any damages allegedly incurred by Interstate as asserted in Interstate' Complaint.

11. It has been necessary for APCO to engage the services of an attorney and APCO is entitled to reasonable attorneys' fees and costs as damages.

THIRD-CAUSE OF ACTION
(Indemnification)

12. APCO repeats and realleges each and every allegation contained in Paragraphs 1 through 11 of its Counterclaim as though fully set forth herein.

13. Gemstone Development West, Inc. ("Gemstone"), the developer of the Project, has asserted a claim against APCO for improper workmanship of the work performed on the Project, including work performed by Interstate.

14. Upon information and belief, Gemstone has asserted that the damages it incurred as a result of improper workmanship, including Interstate's work, far exceed any monies that Gemstone owes to APCO under its contract.

15. Interstate should indemnify APCO for any and all losses, damages or expenses APCO sustains as a result of any claims of Gemstone relative Interstate's work and for any monies that APCO is forced to otherwise pay as a result of Interstate's work, including, but not limited to, judgment, award and the attorney's fees and costs incurred by APCO as a result thereto.

16. It has been necessary for APCO to engage the services of an attorney and APCO is entitled to reasonable attorneys' fees and costs as damages.

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FOURTH CAUSE OF ACTION

(Unjust enrichment)

17. APCO repeats and realleges each and every allegation contained in Paragraphs 1 through 16 of its Counterclaim as though fully set forth herein.

18. Gemstone has asserted a claim against APCO for improper workmanship of the work performed on the Project, including, but not limited to, the work performed by Interstate.

19. Gemstone has asserted that the damages it incurred as a result of improper workmanship, including the work of Interstate, far exceed any monies that Gemstone owes to APCO under its contract on the Project.

20. If APCO is forced to pay any sums to Gemstone as a result of Interstate's improper workmanship of its work or is otherwise forced to pay Interstate for work improperly performed, Interstate will receive a benefit.

21. Unless Interstate is required to reimburse APCO for these sums, Interstate will be unjustly enriched to the detriment of APCO.

22. It has been necessary for APCO to engage the services of an attorney and APCO is entitled to reasonable attorneys' fees and costs as damages.

FIFTH CAUSE OF ACTION

(Contribution)

23. APCO repeats and realleges each and every allegation contained in Paragraphs 1 through 22 of its Counterclaim as though fully set forth herein.

24. Based on Interstate's acts and/or omissions, if a judgment is rendered on behalf of Gemstone against APCO, APCO is entitled to contribution from Interstate in an amount proportionate to the amount of negligence and/or fault attributable to Interstate.

25. It has been necessary for APCO to engage the services of an attorney and APCO is entitled to reasonable attorneys' fees and costs as damages.

///

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WHEREFORE, APCO prays for judgment against Interstate as follows:

1. That Interstate take nothing by way of its Complaint on file herein and that the same be dismissed with prejudice;
2. For an award of damages in the sum in excess of \$10,000.00;
3. For an award of attorneys' fees and costs incurred herein by APCO; and
4. For such other and further relief as this Court may deem just and proper.

DATED this 28th day of April, 2010.

HOWARD & HOWARD ATTORNEYS PLLC

/s/ Gwen Rutar Mullins
Gwen Rutar Mullins, Esq.
Nevada Bar No. 3146
Wade B. Gochmour, Esq.
Nevada Bar No. 6314
3800 Howard Hughes Parkway
Suite 1400
Las Vegas, NV 89169
Attorneys for APCO Construction

CROSS-CLAIM

APCO CONSTRUCTION, a Nevada corporation (hereinafter "APCO"), by and through its attorneys of record, Gwen Rutar Mullins, Esq. and Wade B. Gochmour, Esq., of the law firm of Howard & Howard Attorneys PLLC, hereby asserts the following Cross-Claim against Defendants GEMSTONE DEVELOPMENT WEST, INC. ("Gemstone"); DOES 1 through 10 inclusive, ROE CORPORATIONS 1 through 10, inclusive.

GENERAL ALLEGATIONS

1. APCO is, and was at all times relevant hereto, a corporation duly organized under the laws of the State of Nevada doing business as a licensed general contractor.
2. Upon information and belief, Gemstone is a corporation duly organized under the laws of the State of Nevada.

///

1 3. The true names and capacities, whether individual, corporate, associate or
2 otherwise of third-party defendants named herein as Does 1 through 10 and Roe Corporations 1
3 through 10, inclusive, are unknown to APCO, who, therefore, sues said defendants by such
4 fictitious names and APCO will ask leave to amend this Cross-Claim to show their true names
5 and capacities when the same have been ascertained. APCO believes that each defendant
6 named Does 1 through 10 and Roe Corporations 1 through 10, inclusive, is responsible in some
7 manner for the events referred to herein.

8 4. APCO and Gemstone entered into the ManhattanWest General Construction
9 Agreement for GMP (the "Agreement"), dated September 6, 2007.

10 5. The Agreement was drafted by Gemstone.

11 6. Pursuant to the Agreement, APCO was to act as the General Contractor for the
12 construction of the Manhattan West Mixed-Use Development Project ("Project") located on the
13 Property.

14 7. The Project was to be constructed in two phases, with the first Phase consisting
15 of the construction of five (5) buildings.

16 8. APCO performed its work on the Project pursuant to the Agreement.

17 9. Almost from the beginning of the Project, APCO had difficulty obtaining
18 required information from Gemstone.

19 10. Gemstone also began making changes to the plans and specifications from the
20 beginning of APCO's work on the Project.

21 11. During the course of the construction of the Project, Gemstone continued to
22 make changes in the plans and specifications, including changes to the electrical, plumbing and
23 HVAC plans.

24 12. As changes were made, APCO would submit requests for change orders to
25 Gemstone.

26 13. Many of the changes made by Gemstone affected the timing and sequence of the
27 Project. As a result, APCO also made several requests for an extension of time to complete the
28 buildings, which were part of Phase I of the Project.

1 14. With very limited exceptions, Gemstone would find excuses to ignore or
2 otherwise refuse to approve the change orders submitted by APCO.

3 15. This included a refusal to approve requests for extensions of the Agreement
4 schedule.

5 16. In order to keep the Project moving, APCO continued to work on the Project
6 and incorporate the changes made despite Gemstone's refusal to approve the change orders.

7 17. On or about June 20, 2008, APCO submitted its Application and Certification
8 For Payment for the month ending May 31, 2008, requesting a total amount of \$3,230,671.71
9 (the "May Application").

10 18. Without prior warning, on or about July 2, 2008, Gemstone sent a letter to
11 APCO, giving APCO notice of Gemstone's intent to withhold the sum of \$226,360.88 from
12 APCO's May Application, which represented APCO's fee for the billing period.

13 19. On or about July 8, 2008, APCO provided Gemstone its written notice of
14 APCO's dispute of the intended withholding.

15 20. As of July 17, 2008, Gemstone still had not paid APCO any sums due for the
16 May Application.

17 21. As a result of Gemstone's failure to make any payment, APCO provided
18 Gemstone with written notice of APCO's intent to stop work pursuant to NRS 624.610, if
19 APCO was not paid in full for the May Application, by July 28, 2008.

20 22. After receiving the stop work notice, Gemstone paid APCO all amounts except
21 for the sum of \$226,360.88.

22 23. As a result of Gemstone's failure to make full payment, APCO stopped work on
23 the Project.

24 24. After APCO stopped work on the Project, Gemstone paid APCO the outstanding
25 sum of \$226,360.88 from the May Application, and as a result, APCO returned to work on the
26 Project.

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28 ///

1 25. During this time, APCO and Gemstone exchanged correspondence regarding
2 many of the change order requests submitted by APCO, and Gemstone's failure and/or refusal
3 to act upon or otherwise respond to the change order requests.

4 26. NRS 624.610(1)(d) provides:

5 (d) Within 30 days after the date that a written request for a change order
6 is submitted by the prime contractor to the owner, the owner fails to:

7 (1) Issue the change order; or

8 (2) If the request for a change order is unreasonable or does not
9 contain sufficient information to make a determination, give written
10 notice to the prime contractor of the reasons why the change order is
11 unreasonable or explain that additional information and time are
12 necessary to make a determination . . .

13 27. NRS 624.610(3) provides:

14 3. If an owner fails to issue a change order or give written notice
15 to the prime contractor pursuant to the provisions of paragraph (d) of
16 subsection 1:

17 (a) The agreement price must be increased by the amount sought
18 in the request for a change order;

19 (b) The time for performance must be extended by the amount
20 sought in the request for a change order;

21 (c) The prime contractor may submit to the owner a bill or invoice
22 for the labor, materials, equipment or services that are the subject of the
23 request for a change order; and

24 (d) The owner shall pay the prime contractor for such labor,
25 materials, equipment or services with the next payment made to the prime
26 contractor.

27 28. On or about July 18, 2008, APCO submitted its Application and Certification For
28 Payment for the month ending June 30, 2008, requesting a total amount of \$6,566,720.38 (the
"June Application").

29 29. Because Gemstone had simply not responded to several change order requests
submitted by APCO, the June Application included these undisputed change order requests as
provided for in NRS 624.610.

30 30. After submission of the June Application, some discussions were held between
APCO and Gemstone, and APCO agreed to accept less than all of the undisputed change orders.

1 31. Even after this agreement, on or about August 6, 2008, Gemstone provided
2 APCO with notice of its intent to withhold the additional sum of \$1,770,444.28, representing
3 "all unapproved change order requests included in the June Progress Payment."

4 32. As of August 8, 2008, the date payment was due for the June Application,
5 Gemstone had not made any payment for the June Application.

6 33. As a result of Gemstone's failure to make any payment on the June Application,
7 APCO sent its notice of intent to stop work on Monday, August 11, 2008, noting that if APCO
8 was not paid by August 21, 2008, APCO would stop work on the Project.

9 34. After receipt of APCO's written notice of intent to stop work for non-payment,
10 Gemstone sent a letter on Friday, August 15, 2008 (the "Termination Letter"), claiming that
11 APCO was in breach of the contract and that Gemstone would terminate the Agreement for
12 cause if the alleged breaches were not cured by Sunday, August 17, 2008.

13 35. The Termination Letter actually set out what Gemstone stated were "Immediate
14 Termination Breaches" and the "Curable Breaches."

15 36. As part of the "Immediate Termination Breaches," Gemstone included several
16 items of work that had been completed by APCO months before, as Gemstone's grounds for
17 termination of the Agreement. More specifically, Gemstone claimed APCO to be in breach for
18 failure to supply rebar and concrete workers for concrete work. APCO and its subcontractors
19 completed this work months before Gemstone's notice.

20 37. APCO, through its counsel, responded to each of the alleged grounds for
21 termination on August 15, 2008, the same day that APCO received the Termination Letter, and
22 noted that APCO would continue to work on the Project.

23 38. Also on August 15, 2008, despite the cure period still being in effect, Gemstone
24 improperly contacted several of APCO's Subcontractors for the Project, notifying them that
25 Gemstone was terminating its Agreement with APCO as of Monday, August 18, 2008, and that
26 Gemstone already had a replacement general contractor in place.

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1 39. On Monday, August 18, 2008, while at the Project site, Gemstone's CEO, Alex
2 Edelstein, asked the APCO site personnel why they were still on the Project since they had been
3 terminated.

4 40. As a result of these statements, APCO asked for written confirmation of
5 Gemstone's position, and noted that APCO intended to continue to work on the Project until
6 Gemstone no longer allowed APCO on the Project site, or until the deadline for APCO's stop
7 work notice had run.

8 41. Ultimately, APCO was not paid for the June Application and stopped work on
9 the Project on August 21, 2008, and provided Gemstone with written notice of APCO's intent to
10 terminate the Agreement on September 5, 2008.

11 42. Gemstone, without valid cause or reason, informed APCO that it was proceeding
12 with its improper termination and ordered APCO off of the Project by Saturday, August 23,
13 2008.

14 43. Since payment for the June Application was not made in full by Gemstone, the
15 Agreement terminated pursuant to APCO's notice of termination on September 5, 2008,
16 pursuant to NRS 624.610.

17 44. After improperly removing APCO from the Project, Gemstone agreed to issue
18 joint checks to some of the subcontractors in an effort to induce the subcontractors to return to
19 work on the Project for the replacement General Contractor.

20 45. Gemstone further notified APCO of Gemstone's intent to withhold any further
21 payment to APCO.

22 **FIRST CAUSE OF ACTION**
23 **(Breach of Contract)**

24 46. APCO repeats and realleges each and every allegation contained in paragraphs 1
25 through 45 of its Cross-Claim as though fully set forth herein

26 47. There was a valid and enforceable contract between APCO and Gemstone.

27 48. APCO complied with the material terms of the Agreement.

28 ///

1 49. Gemstone materially breached the Agreement by, among other things:

- 2 a. Failing to make payments due to APCO, including monies for Interstate
3 work on the Project;
4 b. Interfering with APCO's relationships with its subcontractors;
5 c. Refusing to review, negotiate or consider change order requests in good
6 faith;
7 d. Failing to timely provide fully approved construction documents;
8 e. Removing APCO from the Project without valid or appropriate grounds;
9 and
10 f. Otherwise breaching the terms of the Agreement.

11 50. As a result of Gemstone's material breach of the Agreement, APCO has been
12 damaged in an amount in excess of \$10,000.

13 51. APCO is entitled to pre-judgment and post-judgment interest on all amounts
14 found due and owing.

15 52. APCO has been forced to retain the services of an attorney in this matter, and
16 APCO is entitled to an award of attorneys' fees and costs incurred.

17 **SECOND CAUSE OF ACTION**
18 **(Breach of Covenant of Good Faith and Fair Dealing)**

19 53. APCO repeats and realleges each and every allegation contained in
20 Paragraphs 1 through 52 of its Cross-Claim as though fully set forth herein.

21 54. Gemstone has breached the covenant of good faith and fair dealing
22 implied in all contracts.

23 55. As a result of Gemstone's breach of the covenant of good faith and fair
24 dealing, APCO has been damaged in an amount in excess of \$10,000.00.

25 56. It has been necessary for APCO to engage the services of an attorney and
26 APCO is entitled to reasonable attorneys' fees and costs as damages.

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THIRD CAUSE OF ACTION
(Indemnification)

57. APCO repeats and realleges each and every allegation contained in Paragraphs 1 through 56 of its Cross-Claim as though fully set forth herein.

58. The construction work performed by Interstate Plumbing and Air Conditioning ("Interstate") was performed on the Project being developed by Gemstone.

59. APCO has received claims and demands from Interstate for work performed or materials supplied by Interstate to the Project, for which APCO has not received payment from Gemstone.

60. Pursuant to the agreement between APCO and Gemstone, Gemstone agreed to pay for all labor and materials performed or furnished by APCO's subcontractors and/or suppliers on the Project, including that performed by Interstate.

61. Gemstone obtained any benefit that would have been conferred by the construction work performed by Interstate, and any other subcontractor and/or supplier of APCO on the Project.

62. Gemstone should equitably, or otherwise, indemnify APCO for any and all losses, damages or expenses APCO sustains as a result of the Complaint filed by Interstate that APCO is or may be forced to otherwise pay as a result of the action filed by Interstate, including, but not limited, any judgment award and the attorneys' fees and costs incurred by APCO in defending the action filed by Interstate.

63. APCO has been forced to retain counsel to bring this Cross-Claim and APCO requests the Court to award attorneys' fees and costs resulting therefrom.

FOURTH CAUSE OF ACTION

(Unjust Enrichment)

64. APCO repeats and realleges each and every allegation contained in Paragraphs 1 through 63 of its Cross-Claim as though fully set forth herein.

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HOWARD & HOWARD ATTORNEYS PLLC
3800 Howard Hughes Pkwy., Suite 1400
Las Vegas, NV 89169
(702) 257-1483

65. If a judgment is obtained by Interstate against APCO and APCO is forced to pay any sums thereof to Interstate, Gemstone will receive a benefit.

66. Unless Gemstone is required to reimburse APCO for these sums, Gemstone will be unjustly enriched to the detriment of APCO.

67. APCO has been forced to retain counsel to bring this Cross-Claim and APCO requests the Court to award attorneys' fees and costs resulting therefrom.

WHEREFORE, APCO prays for judgment against Gemstone as follows:

1. For an award of damages in an amount in excess of \$10,000.00;
2. For an award of attorneys' fees and costs incurred herein by APCO;
3. That APCO be awarded pre-judgment on all amounts found due and owing; and
4. For such other and further relief as this Court may deem just and proper.

DATED this 28th day of April, 2010.

HOWARD & HOWARD ATTORNEYS PLLC

/s/ Gwen Rutar Mullins
Gwen Rutar Mullins, Esq.
Nevada Bar No. 3146
Wade B. Gochnour, Esq.
Nevada Bar No. 6314
3800 Howard Hughes Parkway
Suite 1400
Las Vegas, NV 89169
Attorneys for APCO Construction

CERTIFICATE OF SERVICE

On the 28th day of April 2010, the undersigned served a true and correct copy of APCO CONSTRUCTION'S ANSWER TO INTERSTATE PLUMBING & AIR CONDITIONING'S STATEMENT OF FACTS CONSTITUTING NOTICE OF LIEN AND COMPLAINT; COUNTERCLAIM AND CROSS-CLAIM by U.S. Mail, postage prepaid, upon the following:

Gemstone Development West, Inc.
c/o Alexander Edelstein
10170 W. Tropicana Ave.
Suite 156-169
Las Vegas, NV 89147

and by e-serving a copy on all parties listed in the Master Service List in accordance with the Electronic Filing Order entered in this matter.

/s/ Kellie Piet
An employee of Howard and Howard Attorneys PLLC

EXHIBIT “6”

EXHIBIT “6”

Edmund H. Smith
CLERK OF THE COURT

1 **STMT**
2 **RICHARD L. PEEL, ESQ.**
3 Nevada Bar No. 4359
4 **MICHAEL T. GEBHART, ESQ.**
5 Nevada Bar No. 7718
6 **DALLIN T. WAYMENT, ESQ.**
7 Nevada Bar No. 10270
8 **PEEL BRIMLEY LLP**
9 3333 E. Serene Avenue, Suite 200
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Telephone: (702) 990-7272
Fax: (702) 990-7273
10 rpeel@peelbrimley.com
11 mgebhart@peelbrimley.com
12 dwayment@peelbrimley.com
13 Attorneys for Bruin Painting Corporation

DISTRICT COURT

CLARK COUNTY, NEVADA

11 **ACCURACY GLASS & MIRROR**
12 **COMPANY, INC.,** a Nevada corporation,

Plaintiff,

vs.

14 **ASPHALT PRODUCTS CORP.,** a Nevada
15 corporation; **APCO CONSTRUCTION,** a
16 Nevada corporation; **CAMCO PACIFIC**
17 **CONSTRUCTION COMPANY, INC.,** a
18 California corporation; **GEMSTONE**
19 **DEVELOPMENT WEST, INC.,** Nevada
20 corporation; **FIDELITY AND DEPOSIT**
21 **COMPANY OF MARYLAND; SCOTT**
22 **FINANCIAL CORPORATION,** a North Dakota
23 corporation; **DOES I through X; ROE**
24 **CORPORATIONS I through X; BOE**
25 **BONDING COMPANIES I through X; LOE**
26 **LENDERS I through X, inclusive,**

Defendants.

21 **BRUIN PAINTING CORPORATION,** a
22 California corporation,

Plaintiff in Intervention,

vs.

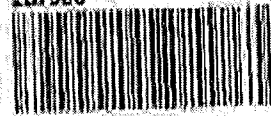
24 **CAMCO PACIFIC CONSTRUCTION**
25 **COMPANY, INC.,** a California corporation;
26 **GEMSTONE DEVELOPMENT WEST, INC.,**
27 Nevada corporation; **FIDELITY AND**
28 **DEPOSIT COMPANY OF MARYLAND;**
SCOTT FINANCIAL CORPORATION, a
North Dakota corporation; **DOES I through X;**
ROE CORPORATIONS I through X; BOE

LEAD CASE NO.: A571228
DEPT. NO.: XIII

Consolidated with:

A571792
A574391
A577623
A583289
A584730
A587168

09A587168
257988



**BRUIN PAINTING'S AMENDED
STATEMENT OF FACTS
CONSTITUTING NOTICE OF LIEN
AND THIRD-PARTY COMPLAINT**

EXEMPTION FROM ARBITRATION:
Title to Real Estate

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

BONDING COMPANIES I through X; LOE
LENDERS I through X, inclusive,
Defendants.

BRUIN PAINTING CORPORATION ("Bruin") by and through its attorneys PEEL
BRIMLEY LLP, as for its Amended Statement of Facts Constituting a Notice of Lien and Third
Party Complaint ("Amended Complaint") against the above-named defendants complains, avers
and alleges as follows:

THE PARTIES

1. Bruin is and was at all times relevant to this action a Nevada limited-liability
company, duly authorized, licensed and qualified to do business in Clark County, Nevada holding
a Nevada State Contractor's license, which license is in good standing.

2. Bruin is informed and believes and therefore alleges that Defendant GEMSTONE
DEVELOPMENT WEST, INC., Nevada corporation ("Owner") is and was at all times relevant
to this action, the owner, reputed owner, or the person, individual and/or entity who claims an
ownership interest in that certain real property portions thereof located in Clark County, Nevada
and more particularly described as follows:

Manhattan West Condominiums (Project)
Spring Valley
County Assessor Description: PT NE4 NW4 SEC 32 21 60 &
PT N2 NW4 SEC 32 21 60
SEC 32 TWP 21 RNC 60

and more particularly described as Clark County Assessor Parcel Numbers 163-32-101-020 and
163-32-101-022 through 163-32-101-024 (formerly known as 163-32-101-019 and 163-32-112-
001 thru 163-32-112-246) including all easements, rights-of-way, common areas and
appurtenances thereto, and surrounding space may be required for the convenient use and
occupation thereof; upon which Owners caused or allowed to be constructed certain
improvements (the "Property").

H:\P&S\CURRENT FILES\0001 - 0299 (A - C)\0347
- Bruin Painting Corp\011 - Camco Pacific
(Manhattan West)\P&S\Original\090621 Bruin Amc

100

FIRST CAUSE OF ACTION
(Breach of Contract against CPCC)

8. Bruin repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

9. On or about August 26, 2008, Bruin entered into a Subcontract Agreement ("Agreement") with CPCC to provide certain painting and wall covering related work, materials and equipment (the "Work") for the Property located in Clark County, Nevada.

10. Bruin furnished the Work for the benefit of and at the specific instance and request of CPCC and/or Owner.

11. Pursuant to the Agreement, Bruin was to be paid an amount in excess of Ten Thousand Dollars (\$10,000.00) (hereinafter "Outstanding Balance") for the Work.

12. Bruin furnished the Work and has otherwise performed its duties and obligations as required by the Agreement.

13. CPCC has breached the Agreement by, among other things:

- a. Failing and/or refusing to pay the monies owed to Bruin for the Work;
- b. Failing to adjust the Agreement price to account for extra and/or changed work, as well as suspensions and delays of Work caused or ordered by the Defendants and/or their representatives;
- c. Failing to promptly recognize and grant time extensions to reflect additional time allowable under the Agreement and permit related adjustments in scheduled performance;
- d. Failing and/or refusing to comply with the Agreement and Nevada law; and
- e. Negligently or intentionally preventing, obstructing, hindering or interfering with Bruin's performance of the Work.

1 14. Bruin is owed an amount in excess of Ten Thousand Dollars (\$10,000.00) for the
2 Work.

3 15. Bruin has been required to engage the services of an attorney to collect the
4 Outstanding Balance, and Bruin is entitled to recover its reasonable costs, attorney's fees and
5 interest therefore.
6

7 **SECOND CAUSE OF ACTION**
8 **(Breach of Implied Covenant of Good Faith & Fair Dealing Against CPCC)**

9 16. Bruin repeats and realleges each and every allegation contained in the preceding
10 paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as
11 follows:

12 17. There is a covenant of good faith and fair dealing implied in every agreement,
13 including the Agreement.

14 18. CPCC breached its duty to act in good faith by performing the Agreement in a
15 manner that was unfaithful to the purpose of the Agreement, thereby denying Bruin's justified
16 expectations.
17

18 19. Due to the actions of CPCC, Bruin suffered damages in an amount to be
19 determined at trial for which Bruin is entitled to judgment plus interest.

20 20. Bruin has been required to engage the services of an attorney to collect the
21 Outstanding Balance, and Bruin is entitled to recover its reasonable costs, attorney's fees and
22 interest therefore.
23

24 **THIRD CAUSE OF ACTION**
25 **(Unjust Enrichment or In the Alternative Quantum Meruit – Against All Defendants)**

26 21. Bruin repeats and realleges each and every allegation contained in the preceding
27 paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as
28 follows:

1 34. On or about December 17, 2008, Bruin timely recorded a Notice of Lien in Book
2 20081217 of the Official Records of Clark County, Nevada, as Instrument No. 0001837 (the
3 "Original Lien").

4 35. On or about February 3, 2009, Bruin timely recorded an Amended/Restated Notice
5 of Lien in Book 20090203 of the Official Records of Clark County, Nevada, as Instrument No.
6 0000315 (the "Amended Lien").

7 36. The Original Lien and Amended Lien are hereinafter referred to as the "Liens".

8 37. The Liens were in writing and were recorded against the Property for the
9 outstanding balance due to Bruin in the amount of Seven Hundred Seventy-One Thousand Four
10 Hundred One and 32/100 Dollars (\$771,401.32).

11 38. The Liens were served upon the Owner and/or its authorized agents, as required by
12 law.

13 39. Bruin is entitled to an award of reasonable attorney's fees, costs and interest on the
14 Outstanding Balance, as provided in Chapter 108 of the Nevada Revised Statutes.

15
16 **FIFTH CAUSE OF ACTION**
17 **(Claim of Priority)**
18

19 40. Bruin repeats and realleges each and every allegation contained in the preceding
20 paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as
21 follows:

22 41. Bruin is informed and believes and therefore alleges that construction on the
23 Property commenced before the recording of any deed(s) of trust and/or other interest(s) in the
24 Property, including the deeds of trust recorded by SFC.

25 42. Bruin is informed and believes and therefore alleges that even if a deed(s) of trust
26 and/or other interest(s) in the Property were recorded before construction on the Property
27 commenced, those deed(s) of trust, including SFC's, were thereafter expressly subordinated to
28

1 Bruin's statutory mechanics' lien thereby elevating Bruin's statutory mechanics' lien to a position
2 superior to those deed(s) of trust and/or other interests(s) in the Property.

3 43. Bruin's claim against the Property is superior to the claim(s) of SFC, any other
4 defendant, and/or any Loe Lender.

5 44. Bruin has been required to engage the services of an attorney to collect the
6 Outstanding Balance due and owing for the Work, and Bruin is entitled to recover its reasonable
7 costs, attorney's fees and interest therefore.

8
9 **SIXTH CAUSE OF ACTION**
10 **(Claim Against Bond - CPCC Surety)**

11 45. Bruin repeats and realleges each and every allegation contained in the preceding
12 paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as
13 follows:

14 46. Prior to the events giving rise to this Complaint, the CPCC Surety issued License
15 Bond No. 8739721 (hereinafter the "Bond") in the sum of Fifty Thousand Dollars (\$50,000.00).

16 47. CPCC is named as principal and CPCC Surety is named as surety on the Bond.

17 48. The Bond was provided pursuant to the requirements of NRS 624.270, which
18 Bond was in force during all times relevant to this action.

19 49. Bruin furnished the Work as stated herein and has not been paid for the same.
20 Bruin therefore claims payment on said Bond.

21 50. The CPCC Surety is obligated to pay Bruin the sums due.

22 51. Demand for the payment of the sums due to Bruin has been made, but CPCC and
23 the CPCC Surety have failed, neglected and refused to pay the same to Bruin.

24 52. CPCC and the CPCC Surety owe Bruin the penal sum of the Bond.

53. Bruin was required to engage the services of an attorney to collect the Outstanding Balance due and owing to Bruin and Bruin is entitled to recover its reasonable attorney's fees and costs therefore.

SEVENTH CAUSE OF ACTION
(Violation of NRS 624)

54. Bruin repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

55. NRS 624.606 to 624.630, et seq. (the "Statute") requires contractors (such as CPCC), to, among other things, timely pay their subcontractors (such as Bruin), as provided in the in the Statute.

56. In violation of the Statute, CPCC have failed and/or refused to timely pay Bruin monies due and owing.

57. CPCC's violation of the Statute constitutes negligence per se.

58. By reason of the foregoing, Bruin is entitled to a judgment against CPCC in the amount of the Outstanding Balance

59. Bruin has been required to engage the services of an attorney to collect the Outstanding Balance and Bruin is entitled to recover its reasonable costs, attorney's fees and interests therefore.

EIGHTH CAUSE OF ACTION
(Declaratory Judgment)

60. Bruin repeats and realleges each and every allegation contained in the preceding paragraphs of this Amended Complaint, incorporates them by reference, and further alleges as follows:

61. Upon information and belief, Owner is the Trustor and SFC is the beneficiary under the following deeds of trust covering the real property at issue:

- a. Senior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004264;
- b. Junior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004265;
- c. Third Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004266; and,
- d. Senior Debt Deed of Trust dated and recorded February 7, 2008, at Book 20080207, Instrument No. 01482.

62. On February 7, 2008, SFC executed a Mezzanine Deeds of Trust Subordination Agreement that expressly subordinated the Senior, Junior, and Third Deeds of Trust to the Senior Debt Deed of Trust "in all respects", "for all purposes", and, "regardless of any priority otherwise available to SFC by law or agreement".

63. The Mezzanine Deeds of Trust Subordination Agreement contains a provision that it shall not be construed as affecting the priority of any other lien or encumbrances in favor of SFC. Thus, no presumptions or determinations are to be made in SFC's favor concerning the priority of competing liens or encumbrances on the property, such as Bruin's mechanics' lien.

64. Pursuant to the a Mezzanine Deeds of Trust Subordination Agreement, SFC was to cause the Senior, Junior, and Third Deeds of Trust to contain specific statements thereon that they were expressly subordinated to the Senior Debt Deed of Trust and SFC was to mark its books conspicuously to evidence the subordination of the Senior, Junior, and Third Deeds of Trust to the Senior Debt Deed of Trust.

65. Bruin is informed and believes and therefore alleges that construction on the Property commenced at least before the recording of the Senior Debt Deed of Trust and that by

1 law, all mechanics' liens, including Bruin's, enjoy a position of priority over the Senior Debt
2 Deed of Trust.

3 66. Because the Mezzanine Deeds of Trust Subordination Agreement renders the
4 Senior, Junior, and Third Deeds of Trust expressly subordinate to the Senior Debt Deed of Trust,
5 it also renders, as a matter of law, the Senior, Junior, and Third Deeds of Trust expressly
6 subordinate to all mechanics' liens, including Bruin's.

7
8 67. A dispute has arisen, and an actual controversy now exists over the priority issue
9 of Bruin's mechanics' lien over other encumbrances on the property.

10 Bruin is entitled to a court order declaring that its mechanics' lien has a superior lien position on
11 the Property over any other lien or encumbrance created by or for the benefit of SFC or any other
12 entity.

13
14 WHEREFORE, Bruin prays that this Honorable Court:

15 1. Enters judgment against the Defendants, and each of them, jointly and severally, in
16 the Outstanding Balance amount;

17 2. Enters a judgment against Defendants, and each of them, jointly and severally, for
18 Bruin's reasonable costs and attorney's fees incurred in the collection of the Outstanding Balance,
19 as well as an award of interest thereon;

20 3. Enter a judgment declaring that Bruin has valid and enforceable mechanic's liens
21 against the Property, with priority over all Defendants, in an amount of the Outstanding Balance;

22 4. Adjudge a lien upon the Property for the Outstanding Balance, plus reasonable
23 attorneys fees, costs and interest thereon, and that this Honorable Court enter an Order that the
24 Property, and improvements, such as may be necessary, be sold pursuant to the laws of the State
25 of Nevada, and that the proceeds of said sale be applied to the payment of sums due Bruin herein;
26
27
28

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1 5. Enter a judgment declaring that Bruin's mechanics' lien enjoys a position of
2 priority superior to any lien or encumbrance created by or for the benefit of SFC or any other
3 entity; and

4 6. For such other and further relief as this Honorable Court deems just and proper in
5 the premises.
6

7 Dated this 22 day of June 2009.

PEEL BRIMLEY LLP



RICHARD L. PEEL, ESQ.

Nevada Bar No. 4359

MICHAEL T. GEBHART, ESQ.

Nevada Bar No. 7718

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Attorneys for Bruin Painting Corporation

EXHIBIT “7”

EXHIBIT “7”

1 STMT

2 RICHARD L. PEEL, ESQ.

3 Nevada Bar No. 4359

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16 *Attorneys for Cactus Rose Construction, Inc.*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 **ACCURACY GLASS & MIRROR**

20 **COMPANY, INC., a Nevada corporation,**

21 **Plaintiff,**

22 **vs.**

23 **ASPHALT PRODUCTS CORP., a Nevada**

24 **corporation; APCO CONSTRUCTION, a**

25 **Nevada corporation; CAMCO PACIFIC**

26 **CONSTRUCTION COMPANY, INC., a**

27 **California corporation; GEMSTONE**

28 **DEVELOPMENT WEST, INC., Nevada**

corporation; FIDELITY AND DEPOSIT

COMPANY OF MARYLAND; SCOTT

FINANCIAL CORPORATION, a North Dakota

corporation; DOES I through X; ROE

CORPORATIONS I through X; BOE

BONDING COMPANIES I through X; LOE

LENDERS I through X, inclusive,

Defendants.

CACTUS ROSE CONSTRUCTION, INC., an

Arizona corporation.

Plaintiff in Intervention,

vs.

CAMCO PACIFIC CONSTRUCTION

COMPANY, INC., a California corporation;

GEMSTONE DEVELOPMENT WEST, INC.,

Nevada corporation; FIDELITY AND

DEPOSIT COMPANY OF MARYLAND;

SCOTT FINANCIAL CORPORATION, a

**CACTUS ROSE CONSTRUCTION'S
STATEMENT OF FACTS
CONSTITUTING NOTICE OF LIEN
AND COMPLAINT**

**LEAD CASE NO.: A571228
DEPT. NO.: XIII**

Consolidated with:

A571792

A574391

A577623

A583289

A584730

A587168

**EXEMPTION FROM ARBITRATION:
Title to Real Estate**

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North Dakota corporation; DOES I through X;
ROE CORPORATIONS I through X; BOE
BONDING COMPANIES I through X; LOE
LENDERS I through X, inclusive,

Defendants.

CACTUS ROSE CONSTRUCTION, INC. ("Cactus Rose") by and through its attorneys
PEEL BRIMLEY LLP, as for its Statement of Facts Constituting a Notice of Lien and Complaint
("Complaint") against the above-named defendants complains, avers and alleges as follows:

THE PARTIES

1. Cactus Rose is and was at all times relevant to this action a Nevada limited-
liability company, duly authorized, licensed and qualified to do business in Clark County, Nevada
holding a Nevada State Contractor's license, which license is in good standing.

2. Cactus Rose is informed and believes and therefore alleges that Defendant
GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation ("Owner") is and was at all
times relevant to this action, the owner, reputed owner, or the person, individual and/or entity
who claims an ownership interest in that certain real property portions thereof located in Clark
County, Nevada and more particularly described as follows:

	Manhattan West Condominiums
	Spring Valley
County Assessor Description:	See Attached Exhibit I
	SEC 32 TWP 21 RNG 60

and more particularly described as Clark County Assessor Parcel Numbers 163-32-101-020 and
163-32-101-022 through 163-32-101-024 (formerly known as 163-32-101-019 and 163-32-112-
001 thru 163-32-112-246) including all easements, rights-of-way, common areas and
appurtenances thereto, and surrounding space may be required for the convenient use and
occupation thereof, upon which the Owners caused or allowed to be constructed certain
improvements (the "Work of Improvement").

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3. The whole of the Work of Improvement and any leasehold estate in thereon is reasonably necessary for the convenient use and occupation of the Work of Improvement.

4. Cactus Rose is informed and believes and therefore alleges that Defendant CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation ("CPCC"), is and was at all times relevant to this action doing business as a licensed contractor authorized to conduct business in Clark County, Nevada.

5. Cactus Rose is informed and believes and therefore alleges that Defendant, FIDELITY AND DEPOSIT COMPANY OF MARYLAND (hereinafter "CPCC Surety"), was and is a bonding company licensed and qualified to do business as a surety in Nevada.

6. Cactus Rose is informed and believes and therefore alleges that Defendant Scott Financial Corporation ("SFC") is a North Dakota corporation with its principle place of business in Bismark, North Dakota. SFC is engaged in the business of underwriting and originating loans, selling participation in those loans, and servicing the loans. SFC has recorded deeds of trust securing loans given to the Owner for, inter alia, development of the Work of Improvement.

7. Cactus Rose does not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES I through X, ROE CORPORATIONS I through X, BOE BONDING COMPANIES I through X and LOE LENDERS I through X. Cactus Rose alleges that such Defendants claim an interest in or to the Properties, and/or are responsible for damages suffered by Cactus Rose as more fully discussed under the claims for relief set forth below. Cactus Rose will request leave of this Honorable Court to amend this Complaint to show the true names and capacities of each such fictitious Defendant when Cactus Rose discovers such information.

///

///

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FIRST CAUSE OF ACTION
(Breach of Contract against CPCC & Owner)

8. Cactus Rose repeats and realleges each and every allegation contained in the preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as follows:

9. On or about September 4, 2008, Cactus Rose entered into an Agreement ("Agreement") with CPCC and Owner to provide certain fireproofing and waterproofing related work, materials and equipment for the Work of Improvement ("CPCC Work").

10. Cactus Rose furnished the CPCC Work for the benefit of and at the specific instance and request of CPCC and/or Owner.

11. Pursuant to the Agreement, Cactus Rose was to be paid an amount in excess of Ten Thousand Dollars (\$10,000.00) (hereinafter "CPCC Outstanding Balance") for the CPCC Work.

12. Cactus Rose furnished the CPCC Work and has otherwise performed its duties and obligations as required by the Agreement.

13. CPCC has breached the Agreement by, among other things:

a. Failing and/or refusing to pay the monies owed to Cactus Rose for the CPCC Work;

b. Failing to adjust the Agreement price to account for extra and/or changed work, as well as suspensions and delays of CPCC Work caused or ordered by the Defendants and/or their representatives;

c. Failing to promptly recognize and grant time extensions to reflect additional time allowable under the Agreement and permit related adjustments in scheduled performance;

d. Failing and/or refusing to comply with the Agreement and Nevada law; and

1 e. Negligently or intentionally preventing, obstructing, hindering or interfering
2 with Cactus Rose's performance of the CPCC Work.

3 14. Cactus Rose is owed an amount in excess of Ten Thousand Dollars (\$10,000.00)
4 for the CPCC Work.

5 15. Cactus Rose has been required to engage the services of an attorney to collect the
6 CPCC Outstanding Balance, and Cactus Rose is entitled to recover its reasonable costs, attorney's
7 fees and interest therefore.
8

9 **SECOND CAUSE OF ACTION**
10 **(Breach of Implied Covenant of Good Faith & Fair Dealing Against CPCC & Owner)**

11 16. Cactus Rose repeats and realleges each and every allegation contained in the
12 preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as
13 follows:

14 17. There is a covenant of good faith and fair dealing implied in every agreement,
15 including the Agreement.

16 18. CPCC and Owner breached their duty to act in good faith by performing the
17 Agreement in a manner that was unfaithful to the purpose of the Agreement, thereby denying
18 Cactus Rose's justified expectations
19

20 19. Due to the actions of CPCC and Owner, Cactus Rose suffered damages in an
21 amount to be determined at trial for which Cactus Rose is entitled to judgment plus interest.

22 20. Cactus Rose has been required to engage the services of an attorney to collect the
23 CPCC Outstanding Balance, and Cactus Rose is entitled to recover its reasonable costs, attorney's
24 fees and interest therefore.
25

26 ///

27 ///

28 ///

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THIRD CAUSE OF ACTION

(Unjust Enrichment or in the Alternative Quantum Meruit – Against All Defendants)

21. Cactus Rose repeats and realleges each and every allegation contained in the preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as follows:

22. Cactus Rose furnished the CPCC Work for the benefit of and at the specific instance and request of the Defendants.

23. As to CPCC and Owner, this cause of action is being pled in the alternative.

24. The Defendants accepted, used and enjoyed the benefit of the CPCC Work.

25. The Defendants knew or should have known that Cactus Rose expected to be paid for the CPCC Work.

26. Cactus Rose has demanded payment of the CPCC Outstanding Balance.

27. To date, the Defendants have failed, neglected, and/or refused to pay the CPCC Outstanding Balance.

28. The Defendants have been unjustly enriched, to the detriment of Cactus Rose.

29. Cactus Rose has been required to engage the services of an attorney to collect the CPCC Outstanding Balance, and Cactus Rose is entitled to recover its reasonable costs, attorney's fees and interest therefore.

FOURTH CAUSE OF ACTION

(Foreclosure of Mechanic's Lien)

30. Cactus Rose repeats and realleges each and every allegation contained in the preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as follows:

31. The provision of the CPCC Work was at the special instance and request of the Defendants for the Work of Improvement.

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1 32. As provided at NRS 108.245 and common law, the Defendants had knowledge of
2 Cactus Rose's delivery of the CPCC Work to the Work of Improvement or Cactus Rose provided
3 a Notice of Right to Lien.

4 33. Cactus Rose demanded payment of an amount in excess of Ten Thousand and
5 no/100 Dollars (\$10,000.00), which amount remains past due and owing.
6

7 34. On or about March 26, 2010, Cactus Rose timely recorded a Notice of Lien in the
8 Official Records of Clark County, Nevada, as Instrument No. 201003260000806 (the "Lien").

9 35. The Lien was served upon the Owner and/or its authorized agents, as required by
10 law.

11 36. Cactus Rose is entitled to an award of reasonable attorney's fees, costs and interest
12 on the CPCC Outstanding Balance, as provided in Chapter 108 of the Nevada Revised Statutes.
13

14 **FIFTH CAUSE OF ACTION**
15 **(Claim of Priority)**

16 37. Cactus Rose repeats and realleges each and every allegation contained in the
17 preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as
18 follows:

19 38. Cactus Rose is informed and believes and therefore alleges that construction on the
20 Work of Improvement commenced before the recording of any deed(s) of trust and/or other
21 interest(s) in the Work of Improvement, including the deeds of trust recorded by SFC.

22 39. Cactus Rose is informed and believes and therefore alleges that even if a deed(s)
23 of trust and/or other interest(s) in the Work of Improvement were recorded before construction on
24 the Work of Improvement commenced, those deed(s) of trust, including SFC's, were thereafter
25 expressly subordinated to Cactus Rose's statutory mechanics' lien thereby elevating Cactus
26 Rose's statutory mechanics' lien to a position superior to those deed(s) of trust and/or other
27 interests(s) in the Work of Improvement.
28

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1 40. Cactus Rose's claim against the Work of Improvement is superior to the claim(s)
2 of SPC, any other defendant, and/or any Loe Lender.

3 41. Cactus Rose has been required to engage the services of an attorney to collect the
4 CPCC Outstanding Work due and owing for the CPCC Work, and Cactus Rose is entitled to
5 recover its reasonable costs, attorney's fees and interest therefore.
6

7 **SIXTH CAUSE OF ACTION**
8 **(Claim Against Bond - CPCC Surety)**

9 42. Cactus Rose repeats and realleges each and every allegation contained in the
10 preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as
11 follows:

12 43. Prior to the events giving rise to this Complaint, the CPCC Surety issued License
13 Bond No. 8739721 (hereinafter the "Bond") in the sum of Fifty Thousand Dollars (\$50,000.00).

14 44. CPCC is named as principal and CPCC Surety is named as surety on the Bond.

15 45. The Bond was provided pursuant to the requirements of NRS 624.270, which
16 Bond was in force during all times relevant to this action.

17 46. Cactus Rose furnished the CPCC Work as stated herein and has not been paid for
18 the same. Cactus Rose therefore claims payment on said Bond.

19 47. The CPCC Surety is obligated to pay Cactus Rose the sums due.

20 48. Demand for the payment of the sums due to Cactus Rose has been made, but
21 CPCC and the CPCC Surety have failed, neglected and refused to pay the same to Cactus Rose.
22

23 49. CPCC and the CPCC Surety owe Cactus Rose the penal sum of the Bond.

24 50. Cactus Rose was required to engage the services of an attorney to collect the
25 CPCC Outstanding Balance due and owing to Cactus Rose and Cactus Rose is entitled to recover
26 its reasonable attorney's fees and costs therefore.
27
28

1 **SEVENTH CAUSE OF ACTION**
2 **(Violation of NRS 624 - CPCC)**

3 51. Cactus Rose repeats and realleges each and every allegation contained in the
4 preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as
5 follows:

6 52. NRS 624.606 to 624.630, et. seq. (the "Statute") requires contractors such as
7 CPCC to, among other things, timely pay their subcontractors (such as Cactus Rose), as provided
8 in the in the Statute.

9 53. In violation of the Statute, CPCC failed and/or refused to timely pay Cactus Rose
10 monies due and owing.

11 54. CPCC's violation of the Statute constitutes negligence per se.

12 55. By reason of the foregoing, Cactus Rose is entitled to a judgment against CPCC in
13 the amount of the CPCC Outstanding Balance

14 56. Cactus Rose has been required to engage the services of an attorney to collect the
15 CPCC Outstanding Balance and Cactus Rose is entitled to recover its reasonable costs, attorney's
16 fees and interests therefore.
17

18 **EIGHTH CAUSE OF ACTION**
19 **(Declaratory Judgment)**

20 57. Cactus Rose repeats and realleges each and every allegation contained in the
21 preceding paragraphs of this Complaint, incorporates them by reference, and further alleges as
22 follows:

23 58. Upon information and belief, Owner is the Trustor and SFC is the beneficiary
24 under the following deeds of trust covering the real property at issue:

- 25 a. Senior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book
26 20060705, Instrument No. 0004264;
27
28

- b. Junior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004265;
- c. Third Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book 20060705, Instrument No. 0004266; and,
- d. Senior Debt Deed of Trust dated and recorded February 7, 2008, at Book 20080207, Instrument No. 01482.

59. On February 7, 2008, SFC executed a Mezzanine Deeds of Trust Subordination Agreement that expressly subordinated the Senior, Junior, and Third Deeds of Trust to the Senior Debt Deed of Trust "in all respects", "for all purposes", and, "regardless of any priority otherwise available to SFC by law or agreement".

60. The Mezzanine Deeds of Trust Subordination Agreement contains a provision that it shall not be construed as affecting the priority of any other lien or encumbrances in favor of SFC. Thus, no presumptions or determinations are to be made in SFC's favor concerning the priority of competing liens or encumbrances on the property, such as Cactus Rose's mechanics' lien.

61. Pursuant to the a Mezzanine Deeds of Trust Subordination Agreement, SFC was to cause the Senior, Junior, and Third Deeds of Trust to contain specific statements thereon that they were expressly subordinated to the Senior Debt Deed of Trust and SFC was to mark its books conspicuously to evidence the subordination of the Senior, Junior, and Third Deeds of Trust to the Senior Debt Deed of Trust.

62. Cactus Rose is informed and believes and therefore alleges that construction on the Work of Improvement commenced at least before the recording of the Senior Debt Deed of Trust and that by law, all mechanics' liens, including Cactus Rose's, enjoy a position of priority over the Senior Debt Deed of Trust.

63. Because the Mezzanine Deeds of Trust Subordination Agreement renders the Senior, Junior, and Third Deeds of Trust expressly subordinate to the Senior Debt Deed of Trust,

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1 it also renders, as a matter of law, the Senior, Junior, and Third Deeds of Trust expressly
2 subordinate to all mechanics' liens, including Cactus Rose's.

3 64. A dispute has arisen, and an actual controversy now exists over the priority issue
4 of Cactus Rose's mechanics' lien over other encumbrances on the property.

5 65. Cactus Rose is entitled to a court order declaring that its mechanics' lien has a
6 superior lien position on the Work of Improvement over any other lien or encumbrance created by
7 or for the benefit of SFC or any other entity.

8 **WHEREFORE**, Cactus Rose prays that this Honorable Court:

9
10 1. Enters judgment against the Defendants, and each of them, jointly and severally, in
11 the CPCC Outstanding Balance amount;

12 2. Enters a judgment against Defendants, and each of them, jointly and severally, for
13 Cactus Rose's reasonable costs and attorney's fees incurred in the collection of the CPCC
14 Outstanding Balance, as well as an award of interest thereon;

15 3. Enter a judgment declaring that Cactus Rose has valid and enforceable mechanic's
16 liens against the Work of Improvement, with priority over all Defendants, in an amount of the
17 CPCC Outstanding Balance;

18 4. Adjudge a lien upon the Work of Improvement for the CPCC Outstanding
19 Balance, plus reasonable attorneys fees, costs and interest thereon, and that this Honorable Court
20 enter an Order that the Work of Improvement, and any improvements, such as may be necessary,
21 be sold pursuant to the laws of the State of Nevada, and that the proceeds of said sale be applied
22 to the payment of sums due Cactus Rose herein;

23 5. Enter a judgment declaring that Cactus Rose's mechanics' lien enjoys a position of
24 priority superior to any lien or encumbrance created by or for the benefit of SFC or any other
25 entity; and
26
27
28

6. For such other and further relief as this Honorable Court deems just and proper in the premises.

Dated this 1 day of April 2010.

PEEL BRIANLEY LLP

~~RICHARD L. PEEL ESQ.~~

Nevada Bal. No. 4359

MICHAEL T. GEBHART, ESQ.

Nevada Bar No. 7718

DALLIN T. WAYMENT, ESQ.

Nevada Bar No. 10270

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Attorneys for Cactus Rose Construction, Inc.

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HENDERSON, NEVADA 89074
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EXHIBIT 1
Manhattan West

County Assessor Parcel Nos.: 163-32-101-020 and 163-32-101-022 thru 163-32-101-024
(Formerly 163-32-112-001 thru 163-32-112-246; formerly 163-32-101-019)

Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-101-020 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West, Inc. 10170 W Tropicana Ave #156-169 Las Vegas, NV 89147-8465
163-32-101-022 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West, Inc. 10170 W Tropicana Ave #156-169 Las Vegas, NV 89147-8465
163-32-101-023 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West, Inc. 10170 W Tropicana Ave #156-169 Las Vegas, NV 89147-8465
163-32-101-024 Spring Valley (Formerly 163-32-112- 001 thru 163-32-112- 246; formerly 163-32- 101-019)	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West, Inc. 10170 W Tropicana Ave #156-169 Las Vegas, NV 89147-8465

EXHIBIT “8”

EXHIBIT “8”

8

1 ANS/CTCM
2 STEVEN L. MORRIS
3 Nevada Bar No. 7454
4 **WOODBURY, MORRIS & BROWN**
5 701 N. Green Valley Parkway, Suite 110
6 Henderson, Nevada 89074
7 (702) 933-0777
8 slmorris@wmb-law.net

9 Attorneys for
10 Camco Pacific Construction Company, Inc. and
11 Fidelity and Deposit Company of Maryland

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

14 **APCO CONSTRUCTION, a Nevada**
15 **corporation**

16 **Plaintiff,**

17 **vs.**

18 **GEMSTONE DEVELOPMENT WEST,**
19 **INC., a Nevada corporation; NEVADA**
20 **CONSTRUCTION SERVICES, a Nevada**
21 **corporation; SCOTT FINANCIAL**
22 **CORPORATION, a North Dakota**
23 **corporation; COMMONWEALTH LAND**
24 **TITLE INSURANCE COMPANY; FIRST**
25 **AMERICAN TITLE INSURANCE**
26 **COMPANY; and DOES I through X,**

27 **Defendants**

28 **DAVE PETERSON FRAMING, INC., a**
Nevada corporation,

Lien Claimant,

vs.

GEMSTONE DEVELOPMENT WEST,
INC., a Nevada corporation; DOES I through
X, inclusive; and ROE CORPORATIONS I
through X, inclusive;

Defendants.

FILED

SEP 10 4 09 PM '09

E. J. Peterson
CLERK OF THE COURT

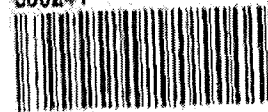
Case No: A571228
Dept. No: XV

Consolidated with:

A571792 A583289
A574391 A584730
A577623 A587168

ANSWER TO DAVE PETERSON
FRAMING, INC.'S STATEMENT OF
FACTS CONSTITUTING LIEN AND
COMPLAINT IN INTERVENTION AND
CAMCO PACIFIC CONSTRUCTION
COMPANY INC.'S COUNTERCLAIM

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SEP 10 2009

1 DAVE PETERSON FRAMING, INC., a
2 Nevada corporation,

3 Lien Claimant,

4 vs.

5 CAMCO PACIFIC CONSTRUCTION
6 COMPANY, INC., a California corporation;
7 FIDELITY AND DEPOSIT COMPANY OF
8 MARYLAND,

9 Third Party Defendants.

10 CAMCO PACIFIC CONSTRUCTION
11 COMPANY, INC., a California corporation,

12 Counterclaimant,

13 vs.

14 DAVE PETERSON FRAMING, INC., a
15 Nevada corporation, and DOES 1 - X,
16 inclusive,

17 Counterdefendants.

18 Third Party Defendants CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
19 (hereinafter "Camco") and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
20 (hereinafter "Fidelity") (Camco and Fidelity are sometimes collectively referred to herein as
21 "Defendants"), by and through their counsel, Steven L. Morris, Esq. of the law firm of
22 Woodbury, Morris & Brown, hereby answer the Third Party Complaint of DAVE PETERSON
23 FRAMING, INC., (hereinafter "Plaintiff" or "DPF"), on file herein, and admit, deny, and allege
24 as follows:

25 1. Camco and Fidelity are without information or knowledge sufficient to ascertain
26 the truth of the allegations contained in Paragraphs 5 of Plaintiff's Complaint, and therefore
27 deny each and every allegation contained therein.

28 2. Camco and Fidelity admit the allegations contained in Paragraph 1 of Plaintiff's
Complaint.

3. Camco and Fidelity deny each and every allegation contained in Paragraphs 4, 6,

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1 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 26, 27, 30, 31, 32, 33, 35, 36, 38, and
2 39 of Plaintiff's Complaint.

3 4. As to Paragraph 2 of Plaintiff's Complaint, Camco admits that Gemstone is a
4 Nevada corporation licensed to and doing business in the County of Clark, State of Nevada;
5 Camco further admits that Gemstone is the owner of the Manhattan West Project, but denies
6 each and every remaining allegation contained therein.

7 5. As to Paragraph 3 of Plaintiff's Complaint, Camco admits that Camco is a
8 foreign corporation active and authorized to and doing business in the State of Nevada, Clark
9 County during the time of the allegations set forth in Plaintiff's complaint, and is licensed by
10 the Nevada State Contractor's Board under license number 0037507, but denies each and every
11 remaining allegation contained therein.

12 6. As to Paragraph 29 of Plaintiff's Complaint, Camco admits that implied by law
13 in every agreement in Nevada is a covenant of good faith and fair dealing and further admits
14 that Camco acted in good faith and dealt fairly in regards to the Project, but denies that there
15 was an agreement between Plaintiff and Camco.

16 7. As to Paragraphs 14, 21, 25, 28, 34, and 37 of Plaintiff's Complaint, Camco and
17 Fidelity repeat and reallege the answers to paragraphs 1 through 39 as though fully set forth
18 herein.

19 8. To the extent that any allegations set forth in Plaintiff's Complaint have not been
20 answered, these answering Defendants deny each and every allegation or inference (hereof) not
21 expressly set forth hereinabove.

22 9. It has become necessary for these answering Defendants to retain the services of
23 WOODBURY, MORRIS, & BROWN, attorneys at law, to defend this action, and as a result,
24 these answering Defendants have been damaged by the Plaintiff, and these answering
25 Defendants are accordingly entitled to their attorney fees and costs incurred herein.

26 **AFFIRMATIVE DEFENSES**

27 1. The Complaint on file herein fails to state a claim against Camco and Fidelity
28

1 upon which relief can be granted.

2 2. That any or all negligence or fault on the part of the Plaintiff would be active and
3 primary, and any negligence or fault of Camco, if any, would be secondary and passive.

4 3. Any and all damages sustained by Plaintiff are the result of its own negligence
5 and breach of contract.

6 4. Camco is not negligent with respect to the transactions which are the subject of
7 the Complaint, and is and was not in breach of contract.

8 5. At the time and place under the circumstances alleged by the Plaintiff, Plaintiff
9 had full and complete knowledge and information in regard to the conditions and circumstances
10 then and there existing, and through Plaintiff's own knowledge, conduct, acts and omissions,
11 assume the risk attendant to any condition there or then present.

12 6. The liability, if any, of Camco must be reduced by the percentage of fault of
13 others, including the Plaintiff.

14 7. The claims, and each of them, are barred by the failure of the Plaintiff to plead
15 those claims with particularity.

16 8. The claims of Plaintiff have been waived as a result of the acts and the conduct
17 of the Plaintiff.

18 9. The claim for breach of contract is barred as a result of the failure to satisfy
19 conditions precedent.

20 10. The claims for breach of contract and breach of implied covenant of good faith
21 and fair dealing are barred by the statute of frauds.

22 11. Plaintiff brought the case at bar without reasonable grounds upon which to base a
23 claim for relief.

24 12. Plaintiff maintained the present action without reasonable grounds upon which to
25 base a claim for relief.

26 13. Plaintiff's claims are not well grounded in fact.

27 14. Plaintiff's claims are not warranted by existing law.
28

1 15. Plaintiff is barred from recovering by the doctrine of unclean hands.
2 16. Plaintiff's claims are barred by the doctrine of laches, waiver, and estoppel.
3 17. To the extent that Plaintiff's work was substandard, not workmanlike, defective,
4 incomplete, or untimely, Plaintiff is not entitled to recover for said work.

5 18. Plaintiff has approved and ratified the alleged acts of Camco for which Plaintiff
6 now complains.

7 19. There is no justiciable case or controversy as between Plaintiff and Camco
8 and/or Fidelity.

9 20. Plaintiff lacks standing to assert all or part of the causes of action contained in
10 their complaint.

11 21. Camco's performance on any contract was excused by Plaintiff's material breach
12 thereof.

13 22. Plaintiff failed to comply with the requirements of NRS Chapter 108 to perfect
14 its mechanic's lien and therefore would not be entitled to any recovery on its lien foreclosure
15 claim.

16 23. Plaintiff has failed to mitigate its damages.

17 24. Defendant Fidelity is informed and believes that it is entitled to assert all of the
18 defenses available to its principal, and Fidelity hereby incorporates by reference all defenses
19 raised, or that could have been raised, by Fidelity's principal.

20 25. Fidelity alleges that its liability, if any exists, which is expressly denied, is
21 limited to the penal sum of the applicable Contractor's License Bond.

22 26. Any license or surety bond executed by Fidelity was limited to the classification
23 of contracting activities as set forth in its Nevada State Contractor's License Bond.

24 27. The liability of Fidelity if any, is limited to its obligations as set forth in its surety
25 bond agreement.

26 28. The liability of Fidelity if any, is limited to the statutory liability as set forth in
27 NRS 624.273.
28

1 29. Fidelity is not liable for the acts or omissions of persons, individuals, firms,
2 partnerships, corporations, associations, or other organizations that are not its named principal.

3 30. The damages sustained by Plaintiff, if any, were caused by the acts of third
4 persons who were not agents, servants, or employees of Fidelity, or its principal, and who were
5 not acting on behalf of Fidelity or its principal in any manner or form, and as such, Fidelity or
6 its principal are not liable in any manner to the Plaintiff.

7 31. Fidelity is not liable for the acts or omissions of persons, individuals, firms,
8 partnerships, corporations, associations, or other organizations that are not its named principal.

9 32. Plaintiff's suit against Fidelity is not timely brought under the terms of the bond
10 because no judgment or court decree has been entered against its principal.

11 33. It has been necessary for Cameco and Fidelity to retain the services of the law
12 offices of Woodbury, Morris & Brown, attorneys at law, for the purpose of defending this
13 action, and Cameco is entitled to payment of all costs, fees, and expenses associated with and/or
14 arising out of the defense of this action.

15 34. Pursuant To NRCP 8, all possible affirmative defenses may not have been
16 alleged herein, inasmuch as sufficient facts were not available after reasonable investigation and
17 inquiry upon the filing of Defendants' Answer and, therefore, Defendants reserves the right to
18 amend their Answer to allege additional affirmative defenses if subsequent investigation
19 warrants.

20 WHEREFORE, Third Party Defendants Cameco and Fidelity pray as follows:

- 21 1. That Plaintiff take nothing by way of its Complaint;
22 2. For an award of reasonable attorneys' fees and costs for having to defend this
23 action; and
24 3. For such other and further relief as the Court deems just and proper.
- 25
26
27
28

COUNTERCLAIM

Counterclaimant CAMCO PACIFIC CONSTRUCTION COMPANY, INC. (hereinafter "Camco") by and through its attorney, Steven L. Morris, Esq. of the law firm of Woodbury, Morris & Brown complains as follows:

JURISDICTIONAL ALLEGATIONS

1. Camco was and is at all times relevant to this action, a California corporation, doing business in Clark County, Nevada as a contractor duly licensed by the Nevada State Contractor's Board.

2. Counterdefendant DAVE PETERSON FRAMING, INC., a Nevada corporation (hereinafter referred to as "DPF") is and was at all times relevant to this action, a corporation conducting business in Clark County, Nevada.

3. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants named herein as DOES I through X are unknown to Counterclaimant. Said DOE Defendants are responsible for damages suffered by Counterclaimant; therefore, Counterclaimants sue Defendants by such fictitious names. Counterclaimants will ask leave to amend this Counterclaim to show the true names and capacities of each such DOE Defendants at such time as the same have been ascertained.

FIRST CAUSE OF ACTION

(Abuse of Process)

4. Camco repeats and realleges each and every allegation contained in the preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by reference and further alleges:

5. Camco was a general contractor for the Manhattan West Condominiums project, located in Clark County, Nevada (the "Property," and/or "Project").

6. GEMSTONE DEVELOPMENT WEST, INC. ("Gemstone") was the owner of the Project.

7. Camco did not request proposals from any subcontractor on the Project and

1 Camco did not negotiate or enter into a contract with DPF.

2 8. DPF was selected by Gemstone and furnished its respective work and materials
3 at Gemstone's direction and request.

4 9. No payments for the work and materials furnished to the Project came through
5 Camco.

6 10. There was no contract between DPF and Camco with regard to the Project.

7 11. The only viable claims DPF has, if any, are against Gemstar and/or the Property.

8 12. Lacking a basis for relief against Camco, DPF has an ulterior purpose, other than
9 resolving a legal dispute, in bringing this lawsuit against Camco.

10 13. DPF has engaged in a willful act in the use of the legal process not proper in the
11 regular conduct of the proceeding.

12 14. Camco has been required to engage the services of the law firm of
13 WOODBURY, MORRIS & BROWN to prosecute this matter and Camco is entitled to a
14 reasonable attorneys' fees and costs therefor.

15 SECOND CAUSE OF ACTION

16 (Breach of Contract - In the Alternative)

17 15. Camco repeats and realleges each and every allegation contained in the
18 preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by
19 reference and further alleges:

20 16. Apco Construction ("Apco") was initially the general contractor for the Project.

21 17. DPF and Apco entered into a Subcontract Agreement (the "Agreement")
22 relative to the Project.

23 18. Section 3.4 of the Agreement states: "Any payments to Subcontractor shall be
24 conditioned upon receipt of the actual payments by Contractor from Owner. Subcontractor
25 herein agrees to assume the same risk that the Owner may become insolvent that Contractor
26 has assumed by entering into the Prime Contract with the Owner."

27 19. If any contract existed at all between Camco and DPF, it was an implied
28

1 contract based on the terms of the Agreement.

2 20. All payments made to subcontractors and suppliers on the Project were made
3 directly by Gemstone through Nevada Construction Services. (See Exhibit A, attached hereto
4 and incorporated herein by this reference).

5 21. Camco never received payment on behalf of the subcontractors, including DPF,
6 and was therefore not responsible nor liable for payment to the subcontractors, including DPF.

7 22. DPF agreed and expressly acknowledged that it assumed the risk of non-payment
8 by the Owner.

9 23. DPF breached its contract with Camco by demanding payment from Camco and
10 by bringing claims against Camco and its License Bond Surety relative to payment for the work
11 allegedly performed by DPF on the Project.

12 24. Camco is entitled to all of its attorneys fees and costs pursuant to the terms and
13 conditions of the Ratification Agreement.

14 25. Camco has been required to engage the services of the law firm of
15 WOODBURY, MORRIS & BROWN to prosecute this matter and Camco is entitled to a
16 reasonable attorneys fees and costs therefor.

17 **THIRD CAUSE OF ACTION**

18 **(Breach of Covenant of Good Faith and Fair Dealing - In the Alternative)**

19 26. Camco repeats and realleges each and every allegation contained in the
20 preceding paragraphs of Counterclaimant's Counterclaim, incorporates the same at this point by
21 reference and further alleges:

22 27. The law imposes upon DPF, by virtue of the contract, a covenant to act in good
23 faith and deal fairly with Counterclaimant;

24 28. Despite this covenant, DPF's intentional failure to abide by the terms of the
25 parties written contract, DPF breached its covenant to act in good faith and deal fairly;

26 29. As a result of its breach of the covenant of good faith and fair dealing, DPF has
27 injured Camco in an amount in excess of \$10,000,000.
28

1 30. Camco has been required to engage the services of the law firm of
2 WOODBURY, MORRIS & BROWN to prosecute this matter and Camco is entitled to a
3 reasonable attorneys fees and costs therefor.

4 **FOURTH CAUSE OF ACTION**

5 **(Declaratory Relief)**

6 31. Camco repeats and realleges each and every allegation contained in the
7 preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by
8 reference and further alleges:

9 32. Pursuant to Nevada Revised Statutes ("NRS") Chapter 30, the Uniform
10 Declaratory Judgment Act, and more particularly, NRS 30.030 and NRS 30.040, Camco asks
11 this Court to utilize its power to interpret the Agreement and declare the respective rights and
12 obligations of the parties, if any, under the Agreement, including, without limitation, the
13 complete or partial validity or invalidity of the Agreement, the terms and conditions, if any,
14 under which DPF would be entitled to a commission thereunder, the duration or term of the
15 Agreement, and the extent to which the Agreement is unconscionable and/or unenforceable.

16 33. It has become necessary for Camco to retain the services of the law firm of
17 Woodbury, Morris & Brown to defend against the Complaint and to bring counterclaims against
18 DPF, and Camco is therefore entitled to an award of attorneys' fees and costs incurred herein.

19 **FIFTH CAUSE OF ACTION**

20 **(Attorneys' Fees)**

21 34. Camco repeats and realleges each and every allegation contained in the
22 preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by
23 reference and further alleges:

24 35. NRS 30.120 provides that "in any proceeding under NRS 30.010 to 30.160,
25 inclusive, the Court may make such award of costs as may seem equitable and just."

26 36. In this case, pursuant to NRS Chapter 30, the Uniform Declaratory Judgment
27 Act, and more particularly, NRS 30.030 and NRS 30.040, Camco has requested that this Court
28

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1 declare the rights, status and relationships between the parties under the Agreement, Camco has
2 been forced to retain the services of an attorney and has incurred costs in seeking such
3 declaratory relief from this Court.

4 37. Therefore, Camco asks this Court, pursuant to NRS 30.120, to award Camco the
5 attorney's fees and costs that it incurs in the defense and prosecution of this litigation.

6 38. It has become necessary for Camco to retain the services of the law firm of
7 Woodbury, Morris & Brown to defend against the Complaint and to bring counterclaims against
8 DPF, and Camco is therefore entitled to an award of attorneys' fees and costs incurred herein.

9 WHEREFORE, Counterclaimant Camco prays as follows:

10 1. For this Court to enter judgment against Counterdefendant in an amount in
11 excess of \$10,000.00, plus interest at the contract rate;

12 2. For an award of reasonable attorneys' fees and costs for having to prosecute this
13 action; and

14 3. For such other and further relief as the Court deems just and proper.

15 Dated this 9th day of September 2009.

16
17 WOODBURY, MORRIS & BROWN

18 *David Blake #11059 for*

19 Steven L. Morris, Esq.
20 Nevada Bar No. 7454
21 701 North Green Valley Parkway, Suite 110
22 Henderson, Nevada 89074
23 Attorneys for Camco and Fidelity
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25
26
27
28

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(702) 933-0777 * Fax (702) 933-0778

CERTIFICATE OF MAILING

I hereby certify that on this 9th day of September 2009, I served a copy of the
ANSWER TO DAVE PETERSON FRAMING, INC.'S STATEMENT OF FACTS
CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION AND CAMCO
PACIFIC CONSTRUCTION COMPANY INC.'S COUNTERCLAIM by facsimile and by
enclosing a true and correct copy of the same in a sealed envelope upon which first-class
postage was fully prepaid, and addressed to the following:

T. James Truman, Esq.
Stephen M. Dixon, Esq.
T. JAMES TRUMAN & ASSOCIATES
3654 North Rancho Drive
Las Vegas, Nevada 89130
Fax: 256-0156

and that there is regular communication by mail between the place of mailing and the place so
addressed.



An Employee of Woodbury, Morris & Brown

EXHIBIT A 0710



Date: April 28, 2009
To: Nevada State Contractor's Board
From: Scott Financial Corporation
Subject: ManhattanWest Project

I am the President of Scott Financial Corporation ("SFC"), which is a seasoned commercial finance company located in Bismarck, North Dakota and licensed in Nevada.

SFC is the lender for ManhattanWest Buildings 2, 3, 7, 8, and 9 located at West Russell Road and Rocky Hill Street in Las Vegas, Nevada (the "Project"). No other ManhattanWest buildings were funded or constructed. The Project consisted of condominiums developed by Gemstone Development West, Inc. ("Gemstone").

The purpose of this letter is to explain the payment process for the Project and to demonstrate that Camco Pacific Construction Company, Inc. ("Camco") had no direct responsibility to pay the trade contractors or any other contracting parties on the Project.

As the Project's lender, SFC established a credit facility between SFC (with its network of participating community banks) and Gemstone. As the loan originator and lead lender, SFC established both the Senior and Mezzanine Credit Facilities that were forecasted to fund the entire construction cost to complete the Project; provided however, that an adequate level of condominium sales were closed by Gemstone in a timely manner.

In connection with its funding of the Project, SFC required a very detailed and disciplined payment procedure, which it has used successfully and extensively in the past. This payment procedure was developed collectively between SFC, Gemstone, and Nevada Construction Services ("NCS") to execute the monthly construction funding on the Project in a proper and timely manner.

This payment procedure was communicated to the general contractors and the trade contractors through them and was used to facilitate the payment structure for all trade contractors/vendors.

Prior to the commencement of the Project, SFC entered into a voucher control contract with NCS. First, pursuant to such agreement, NCS managed the voucher control and served as the third party disbursement agent. Second, as part of such agreement, NCS also performed third party site construction inspections for SFC prior to each disbursement. Please note that NCS is a disbursement agent for SFC and does not "approve funding". That is a role of SFC and our participating banks exclusively.

APCO Construction ("APCO") was the original General Contractor for the Project. The protocol for issuing payment involved APCO submitting a monthly payment application to Gemstone based on a schedule of values and materials delivered by the vendors and trade contractors (the "Payment Application").

Next, Gemstone would review the Payment Application and approve or reject its contents based upon the work completed as of the submission of such Payment Application. Upon the final agreement and approval of the Payment Application by Gemstone and APCO, Gemstone would send the Payment Application and any supporting documents to NCS. NCS

would review the Payment Application and the supporting documents and compare them with its payment records. Thereafter, NCS would order a formal NCS inspection of the jobsite to verify that sufficient progress was made to warrant the amount in the Payment Application. After completing such inspection, NCS submitted its request for funding to SFC.

Upon receiving such approval, SFC conducted its final monthly creditor review and completed the funding approval process by taking the following steps: (a) formally signing-off on the Payment Application and (b) obtaining final approval of the Payment Application from the co-lead bank.

Finally, after the Payment Application was properly approved and verified, the corresponding funds were requested by SFC from its participating lenders and advanced into the SFC Project Control Account. Thereafter, the respective (a) soft costs in the Payment Application were advanced directly to Gemstone and (b) the hard costs in the Payment Application were wired directly to NCS for controlled disbursement.

Upon receiving such hard cost funds, NCS would send the corresponding payment directly to APCO for disbursement to the trade contractors. This was the payment process throughout the period that APCO remained on the Project, except for the June and July 2008 Pay Applications where NCS was notified by Gemstone to issue joint checks to the sub contractors.

APCO was terminated by Gemstone for cause in August 2008. After such termination, Gemstone engaged Camco to serve as the General Contractor for the Project. When this substitution occurred, the payment process used during the APCO engagement was continued with some alterations.

The most important of these alterations was based on the shift from a Guaranteed Maximum Price to a simple monthly fee. APCO had agreed to deliver the Project for a Guaranteed Maximum Price and received a fee for its services based on a percentage of each Payment Application. Consequently, APCO assumed responsibility for the financial aspects of the Project and the proper engagement and payment of the trade contractors.

In contrast, Camco was paid a basic fee of \$100,000 per month plus certain expenses to serve as the General Contractor for the project; provided however, that Gemstone, not Camco, was solely responsible for selecting and negotiating the engagement of the trade contractors by Camco. Because of this shift in responsibility, all decisions and communications for payment authorization and processing were handled by Gemstone, without Camco's ongoing involvement.

In addition, Gemstone provided the financial management component of the Project and was responsible for (a) establishing and maintaining the budget and (b) keeping full and detailed accounts on the Project.

Furthermore, NCS's protocol also changed to effectively limit Camco's involvement. Because Camco was not responsible for establishing or maintaining the budget, Camco's only role in the payment process was to compile and submit each initial Payment Application.

Thereafter, the review, negotiation, and request for the corresponding payments were handled by Gemstone. As a result, NCS never sent payment for trade contractors to Camco. Instead, such payments were sent directly to the trade contractors.

Furthermore, Camco (a) as a rule did not communicate directly with SFC; (b) only occasionally communicated with NCS regarding the payment process; and (c) did not make any decisions related to the Payment Application or the corresponding payments to Camco or the trade contractors. Payments decisions were all made by Gemstone because they were responsible for the budget and as they pertained to credit decisions reviewed by SFC.

In addition, Camco had no physical control over the funds, and all disbursements were completed between NCS and the trade contractors directly. We understand the trade contractors were aware of Camco's limited role in this payment process. First, the negotiation of each trade contractor's engagement was managed by Gemstone employees and only subsequently ratified by Camco. Second, the terms of the engagement contracts between Camco and each trade contractor and Camco and Gemstone described this relationship. Third, on several occasions when a particular trade contractor expressed concern regarding the timing of a forthcoming payment, Gemstone and Camco repeatedly and consistently explained that all lending decisions regarding funding (credit issues specifically) were ultimately made by SFC and that neither Gemstone nor Camco had the ability, authority, or resources to make any payments that did not come from SFC approval.

To this end, on occasion, trade contractors demanded that they be provided with some avoidance of payment in order to continue working. In response, Camco could not, and to our understanding did not, promise that any payment was forthcoming.

SFC delivered on a limited basis, letters to such disgruntled trade contractors informing them that all credit decisions on payment funding must be approved by SFC and that such funds would be only paid once SFC had completed its required approval process and determined that such payments were appropriate. Attached to this letter as Exhibit A are two such letters executed by SFC and delivered to certain trade contractors.

In December 2008, SFC sent correspondence to NCS that due to uncured loan defaults by Gemstone, a decision was made to cease all funding on the Project. The communications regarding this decision are attached to this letter as Exhibit B. SFC further requested that NCS return funds in the amount of \$993,866.72. NCS returned the funds requested and no additional payment for previous work performed was disbursed to Gemstone, Camco, or any of the trade contractors for the Project. Camco was not a part of these transactions, was not a participant in these decisions, and was unaware of such decisions until the above notice was sent to NCS.

Upon learning of SFC's decision to cease funding, we understand Camco terminated its engagement contract with Gemstone based on Gemstone's failure to pay Camco pursuant to the terms of such contract. As a result of changed circumstances on the Project after APCO's termination, Camco's role was limited with regard to payment.

As a result, SFC does not believe Camco or for that matter NCS can be held responsible for payment of any outstanding applications of the trade contractors.

Sincerely,



Brad Scott
President
Scott Financial Corporation

Exhibit A

Payment Status Letters from SFC to Trade Contractors



November 4, 2008

Mr. Mike Evans

~~E&E Fire Protection LLC~~

6380 South Valley View, Suite 110
Las Vegas, NV 89118

RE: ManhattanWest Funding

Mr. Evans:

I have been asked by Gemstone to provide you with an update on the status of the September Draw.

As you may likely know Scott financial Corporation is the Creditor of record and has been funding the Vertical construction through the various credit facilities established.

The September Draw was submitted to Scott Financial Corporation late last week. We are currently completing the final review of the ~~September Payment Application~~. However, in light of the complications related to the termination of the former general contractor, the approval of the September Payment Application has required more investigation and time than generally typical or expected.

Despite this temporary delay, the funding necessary to satisfy the outstanding amounts due pursuant to the September Payment Application are in final stages of approval and ~~are anticipated to be processed and funded to NCS~~ (voucher control) by November 13, 2008.

The amount in processing includes a payment of \$1,092,121.34 to E&E Fire Protection LLC and its corresponding suppliers.

I trust this letter assists you with your questions on the timing of the funding.

Please feel free to contact me directly if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad J. Scott', written over a horizontal line.

Brad J. Scott
President

Exhibit A



December 1, 2008

Leo Duckstein

~~ManhattanWest~~

7711 E. Craig Road, Suite A
North Las Vegas, NV 89030

RE: ManhattanWest Funding

Mr. Duckstein:

I have been asked by Gemstone to provide you with an update on the status of the October Draw.

As you may likely know Scott Financial Corporation (SFC) is the Creditor of record and has been funding the vertical construction through the various credit facilities established.

The October Draw was submitted to SFC late last week.

We are currently completing the final review of the ~~October Payment Application~~. However, in light of the complications related to in large part to the termination of the former general contractor, the approval of the October Payment Application has required more review, investigation and time than in the past.

Despite this delay, the funding necessary to satisfy the outstanding amounts due pursuant to the October Payment Application are in being reviewed and a determination of approval is being considered by our team.

Clearly approval of the draw is subject to our complete review process.

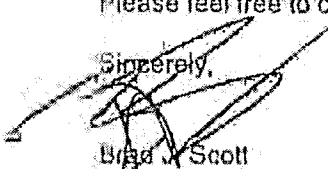
~~Although we cannot guarantee the approval, SFC anticipates the draw request to be processed and funded to NCS (your client) in December.~~

I understand the MHW draw which is in the review process at SFC includes a payment amount of approximately \$598,475.00 to CabineTec Inc. and its corresponding suppliers. I believe the Developer approved payment amount is \$483,664.32.

I trust this letter assists you with your questions on the timing of the funding.

Please feel free to contact me directly if you have any questions.

Sincerely,


Brad J. Scott
President

15010 Sundown Drive • Bismarck, ND 58503

Office: 701.255.2215 • Fax: 701.223.7299

A licensed and bonded corporate finance company.

0716

Exhibit "B"

Jennifer Olivares

From: Brad J. Scott <brad@scottfinancialcorp.com>

Sent: Tuesday, December 16, 2008 9:38 AM

To: Jennifer Olivares

Cc: 'Margo Scott'; 'Jason Ulmer'; Patricia Curtis; 'Tim James'

Subject: ManhattanWest Status

Importance: High

Re:

As of right now 11AM CST 12/16/08 the October Draw is still on permanent hold.

A final decision confirming the lender's direction on Project was expected yesterday. It did not happen.

I anticipate this final decision will however likely lead to ~~the October draw being approved.~~

Foreclosure options and discussion on how we will proceed have been explored.

SFC has requested our legal counsel to address the return wire from NCS to SFC discussed yesterday.

Those funds will be held in the SFC escrow account at NSB for the time being, until further direction is provided to SFC.

SFC will keep you posted as a final determination is made.

Thanks.

Brad J. Scott
Scott Financial Corporation
15010 Sundown Drive
Bismarck, ND 58503
W: 701.255.2215
M: 701.220.3999
F: 701.223.7299
brad@scottfinancialcorp.com



Brad J. Scott, CRE
President
brad@scottfinancialcorp.com
15010 Sundown Drive
Bismarck, ND 58503
Office: 701.255.2215
Fax: 701.223.7299
Cell: 701.220.3999

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4/1/2009

0718

Exhibit B

SFC Notice to NCS Regarding the Decision to Stop Funding the Project

Exhibit A



December 1, 2008

Leo Duckstein

~~ManhattanWest Funding~~

7711 E. Craig Road, Suite A
North Las Vegas, NV 89030

RE: ManhattanWest Funding

Mr. Duckstein:

I have been asked by Gemstone to provide you with an update on the status of the October Draw.

As you may likely know Scott Financial Corporation (SFC) is the Creditor of record and has been funding the vertical construction through the various credit facilities established.

The October Draw was submitted to SFC late last week.

We are currently completing the final review of the ~~October Payment Application~~. However, in light of the complications related to in large part to the termination of the former general contractor, the approval of the October Payment Application has required more review, investigation and time than in the past.

Despite this delay, the funding necessary to satisfy the outstanding amounts due pursuant to the October Payment Application are in being reviewed and a determination of approval is being considered by our team.

Clearly approval of the draw is subject to our complete review process.

~~Although we cannot guarantee the approval, SFC anticipates the draw request to be processed and funded to MWS (your client) in December.~~

I understand the MHW draw which is in the review process at SFC includes a payment amount of approximately \$598,475.00 to CabineTec Inc. and its corresponding suppliers. I believe the Developer approved payment amount is \$483,664.32.

I trust this letter assists you with your questions on the timing of the funding.

Please feel free to contact me directly if you have any questions.

Sincerely,


Brad J. Scott
President

15010 Sundown Drive • Bismarck, ND 58503
Office: 701.255.2215 • Fax: 701.223.7299

A licensed and bonded corporate finance company.

0716

Exhibit B

SFC Notice to NCS Regarding the Decision to Stop Funding the Project

Exhibit "B"

Jennifer Olivares

From: Brad Scott [mailto:brad@scottfinancialcorp.com]
Sent: Tuesday, December 16, 2008 9:38 AM
To: Jennifer Olivares
Cc: 'Margo Scott'; 'Jason Ulmer'; Patricia Cullis; 'Tim James'
Subject: ManhattanWest Status
Importance: High

Ken:

As of right now 11AM CST 12/16/08 the October Draw is still on permanent hold.

A final decision confirming the lender's direction on Project was expected yesterday. It did not happen.

I anticipate this final decision will however likely lead to ~~the further draws being approved~~.

Foreclosure options and discussion on how we will proceed have been explored.

SFC has requested our legal counsel to address the return wire from NCS to SFC discussed yesterday.

Those funds will be held in the SFC escrow account at NSB for the time being, until further direction is provided to SFC.

SFC will keep you posted as a final determination is made.

Thanks.

Brad J. Scott
Scott Financial Corporation
15010 Sundown Drive
Bismarck, ND 58503
W: 701.255.2215
M: 701.220.3999
F: 701.223.7299
brad@scottfinancialcorp.com



Brad J. Scott, CRE	15010 Sundown Drive
President	Bismarck, ND 58503
brad@scottfinancialcorp.com	Office: 701.255.2215
	Fax: 701.223.7299
	Cell: 701.220.3999

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4/1/2009

0718

Exhibit B

Jennifer Olivares

From: Brad Scott [brad@scottfinancialcorp.com]

Sent: Monday, December 15, 2008 3:00 PM

To: Jennifer Olivares

Cc: 'Alex Edelstein'; 'Peter Smith'; 'Jim Horning'; dparry@camcopacific.com

Subject: FW: ManhattanWest

Importance: High

Attachments: Document.pdf; 09004-20-04 Billing #4 2008-12-12.pdf; Wiring Instructions TO SFC at NSB.XLS

Jennifer & Anne:

SFC is hereby instructed by SFC to wire the previously advanced, but undispersed funds held on account at MFS in the amount of \$953,856.72 back to SFC using the attached wiring instructions.

This amount includes the current Manhattan Payment Request of \$56,827.39 as it has not been approved by SFC's bank principals.

These funds will be held at SFC until further notice.

Please call with any questions.

Thanks.

Brad J. Scott

Scott Financial Corporation

15010 Sundown Drive

Bismarck, ND 58503

W: 701.255.2215

M: 701.220.3999

F: 701.223.7299

brad@scottfinancialcorp.com



Brad J. Scott, CRE

President

brad@scottfinancialcorp.com

15010 Sundown Drive

Bismarck, ND 58503

Office: 701.255.2215

Fax: 701.223.7299

Cell: 701.220.3999

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Email is not always a secure transmission medium. Caution should always be used to communicate "confidential information". If you elect to send or receive information via email, Scott Financial Corporation cannot assure its security and will not be liable if it is intercepted or viewed by another party. By continuing to use e-mail, you are agreeing to accept this risk.

4/1/2009

0719

MARQUIS & AURBACH

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

1 RLS

2 Marquis & Aurbach

3 FRANK M. FLANSBURG III, ESQ.

4 Nevada Bar No. 6974

5 10001 Park Run Drive

6 Las Vegas, Nevada 89145

7 Telephone: (702) 382-0711

8 Facsimile: (702) 382-5816

9 flansburg@marquisaurbach.com

10 Attorneys for THYSSENKRUPP SAFWAY, INC. t/k/a SAFWAY SERVICES, INC.

FILED

SEP 11 11 09 AM '09

DISTRICT COURT

CLARK COUNTY, NEVADA

11 THYSSENKRUPP SAFWAY, INC. t/k/a
12 SAFWAY SERVICES, INC.,

13 Plaintiff,

14 vs.

15 T-BEAU, a Nevada corporation; WMB X, LLC,
16 a foreign limited liability company; OLD
17 REPUBLIC INSURANCE COMPANY, a
18 foreign corporation; INTERNATIONAL
19 FIDELITY INSURANCE COMPANY, a foreign
20 corporation; DOES 1-10, inclusive; ROE
21 CORPORATIONS 1-10, inclusive,

22 Defendants.

Case No. A587582
Dept. No. XX

RELEASE OF LIS PENDENS

23 Plaintiff Thyssenkrupp Safway, Inc. t/k/a Safway Services, Inc., through the law firm of
24 Marquis & Aurbach, hereby releases, cancels and expunges the Lis Pendens recorded in the
25 above-referenced action on the 22nd day of April, 2009, as Book No. 20090422 in the official
26 records of Clark County, Nevada as Instrument No. 0003674 against real property in Clark
27 County, Nevada, and more particularly described as:
28

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//

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RECEIVED
SEP 11 2009
CLERK OF THE COURT

MARQUIS & AURBACH

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

1 Assessor Parcel Number: 162-09-703-020 f/a 162-09-703-008;
2 Common Description: 2989 Paradise Road, Winchester, Las Vegas, Nevada;
3 Assessor Description: PT SE4 SEC 09 21 61; SEC 09 TWP 21 RNG 61.

4 Dated this 10 day of September, 2009.

MARQUIS & AURBACH

By

Frank M. Flansburg III, Esq.
Nevada Bar No. 6974
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorney(s) for THYSSENKRUPP
SAFWAY, INC.