

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 80508

Electronically Filed
Mar 05 2020 07:31 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

**APPENDIX TO DOCKETING STATEMENT
Volume V**

ERIC B. ZIMBELMAN, ESQ.
Nevada Bar No. 9407
PEEL BRIMLEY LLP
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Henderson, NV 89074-6571
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Attorneys for Appellant
Helix Electric of Nevada, LLC

<u>Exhibit</u>	<u>Description</u>	<u>Bates Range</u>	<u>Volume</u>
A	Court Docket for Case No. 09A587168	Helix000001 – Helix000044	I
B	Notice of Entry of Order to Consolidate	Helix000045 – Helix000053	I
C	Consolidated Case List	Helix000054 – Helix000062	I
D			
D-1	Pleadings Related to Accuracy	Helix000063 - Helix000066	I
	Complaint Re Foreclosure filed by Accuracy Glass & Mirror Company	Helix000067 – Helix000103	I
	First Amended Complaint Re: Foreclosure	Helix000104 – Helix000119	I
	APCO's Answer to Accuracy's First Amended Complaint Re: Foreclosure	Helix000120 – Helix000135	I & II
	CAMCO's Answer and Counterclaim	Helix000136 – Helix000155	II
	Accuracy's Answer to CAMCO's Counterclaim	Helix000156 – Helix000160	II
D-2	Pleadings Related to Helix Electric of Nevada, LLC d/b/a Helix Electric	Helix000161 – Helix000163	II
	Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	Helix000164 – Helix000179	II

	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	Helix000180 – Helix000195	II
	CAMCO and Fidelity's Answer and CAMCO's Counterclaim	Helix000196 – Helix000211	II
	Notice of Entry of Granting Helix's Motion for Fees, Interest and Costs	Helix000212 – Helix000220	II
	Notice of Entry of Judgment	Helix000221 – Helix000240	II
	Notice of Entry of Judgment [As to the Claims of Helix and National Wood Products Against APCO]	Helix000241 – Helix000251	II & III
	Findings of Fact and Conclusions of Law and Order as to the Claims of Helix and Cabenetec Against APCO	Helix000252 – Helix000323	III
D-3	Pleadings Related to WRG Design, Inc.	Helix000324 – Helix000326	III
	WRG's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	Helix000327 – Helix000343	III
	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	Helix000344 – Helix000359	III
	CAMCO & FDCM's Answer and CAMCO's Third-Party Complaint	Helix000360 – Helix000380	III & IV
	Notice of Entry of Stipulation and Order of Dismissal	Helix000381 – Helix000388	IV

	WRG's Answer to CAMCO's Counterclaim	Helix000389 – Helix000393	IV
D-4	Pleadings Related to Heinaman Contract Glazing	Helix000394 – Helix000396	IV
	Heinaman's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	Helix000397 – Helix000409	IV
	CAMCO and FDCM's Answer to Heinaman's Statement of Facts and CAMCO's Counterclaim	Helix000410 – Helix000430	IV
	Notice of Entry of Order	Helix000431 – Helix000439	IV
	Notice of Entry of Judgment	Helix000440 – Helix000462	IV
	Heinaman's Answer to CAMCO's Counterclaim	Helix000463 – Helix000467	IV
D-5	Pleadings Related to Bruin Painting Corporation	Helix000468 – Helix000469	IV
	Bruin Painting's Amended Statement of Facts Constituting Amended Notice of Lien and Third-Party Complaint	Helix000470 – Helix000482	IV
	CAMCO's Answer and Counterclaim	Helix000483 – Helix000503	IV & V
	Voluntary Dismissal	Helix000503 – Helix000505	V

D-6	Pleadings Related to HD Supply Waterworks, LP	Helix000506 – Helix000508	V
	HD Supply's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	Helix000509 – Helix000526	V
	APCO's Answer to Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	Helix000527 – Helix000541	V
	Amended Answer to HD Supply & Waterworks, LP's Statement of Facts Constituting Lien and CAMCO's Third-Party Complaint	Helix000542 – Helix000548	V
	Jeff Heit Plumbing and Old Republic's Answer to HD Supply's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	Helix000549 – Helix000558	V
	Stipulation and Order to Dismiss E&E Fire Protection	Helix000559 – Helix000569	V
	Voluntary Dismissal of Platte River Insurance	Helix000570 – Helix000577	V
	Scott Financial's Answer to HD Supply's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	Helix000578 – Helix000601	V
E	Accuracy Glass & Mirror Company's Complaint Re: Foreclosure	Helix000602 – Helix000638	V & VI

F	Accuracy Glass & Mirror Company's First Amended Complaint Re: Foreclosure	Helix000639 – Helix 000654	VI
G	Bruin Painting	Helix000655- Helix691	VI
H	HD Supply	Helix000692 – Helix000785	VI & VII
I	Heinaman	Helix000786 – Helix000857	VII & VIII
J	WRG	Helix000858 – Helix000925	VIII & IX
K	131 Nev Advance Opinion	Helix000926 – Helix000943	IX
L	Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	Helix000944 – Helix000950	IX
M	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	Helix000951 – Helix961	IX
N	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against CAMCO Construction Co., Inc.]	Helix000962 – Helix000981	IX
O	Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against CAMCO Construction Co., Inc.)	Helix000982 – Helix001004	IX & X

P	Order Dismissing Appeal (NV Supreme Court Case No. 76276)	Helix001005 – Helix001008	X
Q	Notice of Entry of Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	Helix001009 – Helix001017	X
R	Notice of Appeal	Helix001018 – Helix1607	X & XI & XII & XIII

Dated this 5th day of March, 2020.

PEEL BRIMLEY LLP

Bar # 14377



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Attorneys for Appellant

Helix Electric of Nevada, LLC

CERTIFICATE OF SERVICE

Pursuant to Nev. R. App. P. 25(b) and NEFCR 9(f), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this 3rd day of March, 2020, I caused the above and foregoing document, **APPENDIX TO DOCKETING STATEMENT**, to be served as follows:

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

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

John Randall Jeffries, Esq. (NV Bar No. 3512)
Christopher H. Byrd, Esq. (NV Bar No. 1633)
400 S. Fourth Street, Suite 500
Las Vegas, NV 89101
Telephone: (702) 408-3411

- and -

Jack Chen Min Juan, Esq. (NV Bar No. 6367)
Cody S. Munteer, Esq. (NV Bar No. 11220)
10001 Park Run Drive
Las Vegas, NV 89145
Telephone: (702) 382-0711

Attorneys for Respondent/Cross-Appellant
APCO Construction, Inc.

Settlement Judge:

Stephen E. Haberfeld
8224 Blackburn Ave, Suite 100
Los Angeles, CA 90048


An employee of **PEEL BRIMLEY, LLP**

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 Curtis; 'Tim James'

Subject: ManhattanWest Status

Importance: High

Jen:

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 ~~no 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 President brad@scottfinancialcorp.com	15010 Sundown Drive Bismarck, ND 58503 Office: 701.255.2215 Fax: 701.223.7299 Cell: 701.220.3999
A licensed and bonded corporate finance company.	

4/1/2009

Helix000501

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:

NSB is hereby instructed by SFC to wire the previously advanced but undispersed funds held on account at NSB in the amount of \$993,868.72 back to SFC using the attached wiring instructions.

This amount includes the Client Home Loan Payment request of \$66,827.29 as it has not been approved by SFC and its participants.

These funds will be held at SFC until further notice.

Please call with any questions.

Thanks.

Brad J. Scott
Scott Financial Corporation
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Bismarck, ND 58503
W: 701.255.2215
M: 701.220.3999
F: 701.223.7299
brad@scottfinancialcorp.com



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President Bismarck, ND 58503
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Cell: 701.220.3999

A licensed and bonded corporate finance company.


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

Helix000502

Voluntary Dismissal

Helix000503



CLERK OF THE COURT

1 **VDSM**
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
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14 mgebhart@peelbrimley.com
15 dwayment@peelbrimley.com
16 *Attorneys for Bruin Painting Corporation*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

13 Plaintiff,

14 vs.

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

28 Defendants.

BRUIN PAINTING CORPORATION, a
California 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
North Dakota corporation; DOES I through X;

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

Consolidated with:

A571792
A574391
A577623
A583289
A584730
A587168

**VOLUNTARY DISMISSAL OF
FIDELITY AND DEPOSIT
COMPANY OF MARYLAND ONLY
FROM BRUIN PAINTING
CORPORATION'S AMENDED
STATEMENT OF FACTS
CONSTITUTING NOTICE OF LIEN
AND THIRD-PARTY COMPLAINT
WITHOUT PREJUDICE**

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ROE CORPORATIONS I through X; BOE
BONDING COMPANIES I through X; LOE
LENDERS I through X, inclusive,

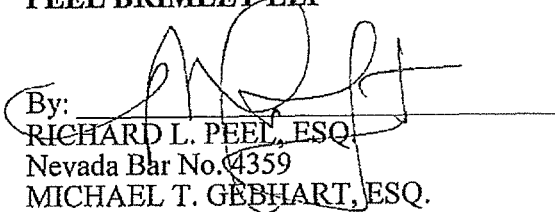
Defendants.

Pursuant to NRCP 41(a)(1), Plaintiff-in-Intervention, BRUIN PAINTING CORPORATION, voluntarily dismisses FIDELITY AND DEPOSIT COMPANY OF MARYLAND ONLY, from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint from District Court Case A587168 without prejudice. No answer or motion for summary judgment has been served and the Court has set no trial date in this action.

Therefore, Plaintiff authorizes and directs the Clerk of this Court to enter a Dismissal of this action.

DATED this 3 day of August, 2009.

PEEL BRIMLEY LLP

By: 
RICHARD L. PEEL, ESQ.
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MICHAEL T. GEBHART, ESQ.
Nevada Bar No. 7718
DALLIN T. WAYMENT, ESQ.
Nevada Bar No. 10270

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mgebhart@peelbrimley.com

dwayment@peelbrimley.com

Attorneys for Bruin Painting Corporation.

EXHIBIT D-6
(Pleadings Related to
HD Supply Waterworks, LP)

Helix000506

**HD SUPPLY WATERWORKS' AMENDED STATEMENT OF FACTS CONSTITUTING
A NOTICE OF LIEN AND THIRD-PARTY COMPLAINT**

<u>Role in Case</u>	<u>Party Name</u>	<u>Disposition</u>
Plaintiff-in-Intervention	HD Supply Waterworks, LP ("HD")	
Original Defendant	APCO Construction ("APCO")	
Original Defendant	CAMCO Pacific Construction Company, Inc. ("CAMCO")	
Original Defendant	Gemstone Development West, Inc. ("Gemstone")	
Original Defendant	Jeff Heit Plumbing Co., LLC ("JHPC")	
Original Defendant	E&E Fire Protection ("E&E")	
Original Defendant	Fidelity and Deposit Company of Maryland ("FDCM")	
Original Defendant	Old Republic Surety	
Original Defendant	Platte River Insurance Company	
Original Defendant	Scott Financial Corporation	

<u>Causes of Action</u>	<u>Party Name</u>	<u>Disposition</u>
Substantially identical claims to Helix's Amended Statement of Facts Constituting Lien and Complaint-in-Intervention		Dismissed by Special Master Report Regarding Remaining Parties to the Litigation
First Cause of Action Breach of Contract	JHPC	Dismissed
Second Cause of Action Breach of Contract	E&E	Dismissed April 4, 2013
Third Cause of Action Breach of Implied Covenant of Good Faith and Fair Dealing	JHPC	Dismissed
Fourth Cause of Action Breach of Implied Covenant of Good Faith and Fair Dealing	E&E	Dismissed April 4, 2013
Fifth Cause of Action Unjust Enrichment or in the Alternative <i>Quantum Meruit</i>	All Defendants	Dismissed
Sixth Cause of Action Foreclosure of Mechanic's Lien	JHPC	Dismissed
Seventh Cause of Action Foreclosure of Mechanic's Lien	E&E	Dismissed April 4, 2013
Eighth Cause of Action Claim of Priority	All Defendants	Dismissed
Ninth Cause of Action Claim Against Bond	FDCM	Dismissed
Tenth Cause of Action Claim Against Bond	Old Republic Surety	Dismissed

Eleventh Cause of Action	Claim Against Bond	Platte River Insurance Company	Dismissed April 5, 2010
Twelfth Cause of Action	Declaratory Judgment	All Defendants	Dismissed

**HD Supply's Amended Statement of Facts
Constituting Notice of Lien and Third-Party
Complaint**

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1 STMT
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15 dwayment@peelbrimley.com
16 Attorneys for HD Supply Waterworks, LP

DISTRICT COURT
CLARK COUNTY, NEVADA

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

13 Plaintiff,

14 vs.

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

28 Defendants.

HD SUPPLY WATERWORKS, LP, a Florida
limited partnership,

Plaintiff in Intervention,

vs.

APCO CONSTRUCTION, a Nevada
corporation; CAMCO PACIFIC
CONSTRUCTION COMPANY, INC., a
California corporation; GEMSTONE
DEVELOPMENT WEST, INC., Nevada
corporation; JEFF HEIT PLUMBING CO, LLC,

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Edmund A. Fink
CLERK OF THE COURT

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

Consolidated with:

A571792

A574391

A577623

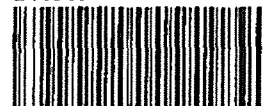
A583289

A584730

A587168

HD SUPPLY WATERWORKS'
AMENDED STATEMENT OF FACTS
CONSTITUTING A NOTICE OF LIEN
AND THIRD-PARTY COMPLAINT

09A587168
211018



EXEMPTION FROM ARBITRATION:
Title to Real Estate

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a Nevada limited-liability company; E & E
FIRE PROTECTION, LLC, a Nevada limited
liability company; FIDELITY AND DEPOSIT
COMPANY OF MARYLAND; OLD
REPUBLIC SURETY; PLATTE RIVER
INSURANCE COMPANY; 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.

HD SUPPLY WATERWORKS, LP ("HD Supply") 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. HD Supply is and was at all times relevant to this action a Florida limited
partnership, duly authorized, licensed and qualified to do business in Clark County, Nevada.

2. HD Supply 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

H:\APB&S\CLIENT FILES\2000 - 2999 (F - H)\2879
- HD Supply Waterworks\037 - E & E Fire
Protection [Manhattan West]\PX\Originals\090622

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1 appurtenances thereto, and surrounding space may be required for the convenient use and
2 occupation thereof, upon which Owners caused or allowed to be constructed certain
3 improvements (the "Property").

4 3. The whole of the Property is reasonably necessary for the convenient use and
5 occupation of the improvements.
6

7 4. HD Supply is informed and believes and therefore alleges that Defendant APCO
8 CONSTRUCTION, a Nevada corporation ("APCO"), is and was at all times relevant to this
9 action doing business as a licensed contractor authorized to conduct business in Clark County,
10 Nevada.

11 5. HD Supply is informed and believes and therefore alleges that Defendant CAMCO
12 PACIFIC CONSTRUCTION COMPANY, INC., a California corporation ("CPCC"), is and was
13 at all times relevant to this action doing business as a licensed contractor authorized to conduct
14 business in Clark County, Nevada.
15

16 6. HD Supply is informed and believes and therefore alleges that Defendant JEFF
17 HEIT PLUMBING CO, LLC, a Nevada limited-liability company ("JHPC"), is and was at all
18 times relevant to this action doing business as a licensed contractor authorized to conduct
19 business in Clark County, Nevada.
20

21 7. HD Supply is informed and believes and therefore alleges that Defendant E & E
22 FIRE PROTECTION, LLC, a Nevada limited liability company ("E&E"), is and was at all times
23 relevant to this action doing business as a licensed contractor authorized to conduct business in
24 Clark County, Nevada.

25 8. HD Supply is informed and believes and therefore alleges that Defendant,
26 FIDELITY AND DEPOSIT COMPANY OF MARYLAND (hereinafter "CPCC Surety"), was
27 and is a bonding company licensed and qualified to do business as a surety in Nevada.
28

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1 9. HD Supply is informed and believes and therefore alleges that Defendant, OLD
2 REPUBLIC SURETY (hereinafter "JHPC Surety"), was and is a bonding company licensed and
3 qualified to do business as a surety in Nevada.

4 10. HD Supply is informed and believes and therefore alleges that Defendant,
5 PLATTE RIVER INSURANCE COMPANY (hereinafter "E&E Surety"), was and is a bonding
6 company licensed and qualified to do business as a surety in Nevada.

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

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

20
21
22 **FIRST CAUSE OF ACTION**
23 **(Breach of Contract – JHPC Credit Agreement)**

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

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1 14. In or around November 2008, HD Supply entered into a Credit Agreement ("JHPC
2 Agreement) with JHPC to provide certain plumbing related materials and supplies to the Property
3 located in Clark County, Nevada (the "JHPC Supplies")

4 15. HD Supply furnished the JHPC Supplies for the benefit of and at the specific
5 instance and request of the JHPC.
6

7 16. Pursuant to the JHPC Agreement, HD Supply was to be paid an amount in excess
8 of Ten Thousand Dollars (\$10,000.00) (hereinafter "JHPC Outstanding Balance") for the JHPC
9 Supplies.

10 17. HD Supply furnished the JHPC Supplies and has otherwise performed its duties
11 and obligations as required by the JHPC Agreement.

12 18. JHPC has breached the JHPC Agreement by, among other things:

13 a. Failing and/or refusing to pay the monies owed to HD Supply for the JHPC
14 Supplies;
15

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

19 c. Failing to promptly recognize and grant time extensions to reflect additional
20 time allowable under the JHPC Agreement and permit related adjustments in scheduled
21 performance; and
22

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

24 19. HD Supply is owed an amount in excess of Ten Thousand Dollars (\$10,000.00) for
25 the JHPC Supplies.
26
27
28

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1 20. HD Supply has been required to engage the services of an attorney to collect the
2 JHPC Outstanding Balance, and HD Supply is entitled to recover its reasonable costs, attorney's
3 fees and interest therefore.

4 **SECOND CAUSE OF ACTION**
5 **(Breach of Contract – E&E Credit Agreement)**

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

9 22. In or around December 2008 HD Supply entered into a Credit Agreement with
10 E&E (the "E&E Agreement") to provide certain piping, valves and related materials and supplies
11 to the Property located in Clark County, Nevada (the "E&E Supplies")

12 23. HD Supply furnished the E&E Supplies for the benefit of and at the specific
13 instance and request of E&E.

14 24. Pursuant to the E&E Agreement, HD Supply was to be paid an amount in excess
15 of Ten Thousand Dollars (\$10,000.00) (hereinafter "E&E Outstanding Balance") for the E&E
16 Supplies.

17 25. HD Supply furnished the E&E Supplies and has otherwise performed its duties
18 and obligations as required by the E&E Agreement.

19 26. E&E has breached the E&E Agreement by, among other things:

20 a. Failing and/or refusing to pay the monies owed to HD Supply for the E&E
21 Supplies;

22 b. Failing to adjust the E&E Agreement price to account for extra and/or changed
23 work, as well as suspensions and delays of E&E Supplies caused or ordered by the Defendants
24 and/or their representatives;

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

4 d. Failing and/or refusing to comply with the E&E Agreement and Nevada law.

5
6 27. HD Supply is owed an amount in excess of Ten Thousand Dollars (\$10,000.00) for
7 the E&E Supplies.

8 28. HD Supply has been required to engage the services of an attorney to collect the
9 E&E Outstanding Balance, and HD Supply is entitled to recover its reasonable costs, attorney's
10 fees and interest therefore.

11 **THIRD CAUSE OF ACTION**

12 **(Breach of Implied Covenant of Good Faith & Fair Dealing Against JHPC)**

13 29. HD Supply repeats and realleges each and every allegation contained in the
14 preceding paragraphs of this Amended Complaint, incorporates them by reference, and further
15 alleges as follows:

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

18
19 31. JHPC breached its duty to act in good faith by performing the JHPC Agreement in
20 a manner that was unfaithful to the purpose of the JHPC Agreement, thereby denying HD
21 Supply's justified expectations.

22 32. Due to the actions of JHPC, HD Supply has suffered damages in an amount to be
23 determined at trial for which HD Supply is entitled to judgment plus interest.

24 33. HD Supply has been required to engage the services of an attorney to collect the
25 JHPC Outstanding Balance, and HD Supply is entitled to recover its reasonable costs, attorney's
26 fees and interest therefore.
27
28

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1 **FOURTH CAUSE OF ACTION**
2 **(Breach of Implied Covenant of Good Faith & Fair Dealing Against E&E)**

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

6 35. There is a covenant of good faith and fair dealing implied in every agreement,
7 including the E&E Agreement.

8 36. E&E breached its duty to act in good faith by performing the E&E Agreement in a
9 manner that was unfaithful to the purpose of the E&E Agreement, thereby denying HD Supply's
10 justified expectations.

11 37. Due to the actions of E&E, HD Supply has suffered damages in an amount to be
12 determined at trial for which HD Supply is entitled to judgment plus interest.

13 38. HD Supply has been required to engage the services of an attorney to collect the
14 E&E Outstanding Balance, and HD Supply is entitled to recover its reasonable costs, attorney's
15 fees and interest therefore.

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

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

21 40. HD Supply furnished the JHPC Supplies and E&E Supplies for the benefit of and
22 at the specific instance and request of the Defendants.

23 41. As to JHPC and E&E, this cause of action is being pled in the alternative.

24 42. The Defendants accepted, used and enjoyed the benefit of the JHPC Supplies and
25 E&E Supplies.

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1 43. The Defendants knew or should have known that HD Supply expected to be paid
2 for the JHPC Supplies and E&E Supplies.

3 44. HD Supply has demanded payment of the JHPC Outstanding Balance and E&E
4 Outstanding Balance.

5 45. To date, the Defendants have failed, neglected, and/or refused to pay the JHPC
6 Outstanding Balance and E&E Outstanding Balance.

7 46. The Defendants have been unjustly enriched, to the detriment of HD Supply.

8 47. HD Supply has been required to engage the services of an attorney to collect the
9 JHPC Outstanding Balance and E&E Outstanding Balance, and HD Supply is entitled to recover
10 its reasonable costs, attorney's fees and interest therefore.
11

12 **SIXTH CAUSE OF ACTION**
13 **(Foreclosure of Mechanic's Lien – JHPC Lien)**

14 48. HD Supply repeats and realleges each and every allegation contained in the
15 preceding paragraphs of this Amended Complaint, incorporates them by reference, and further
16 alleges as follows:

17 49. The provision of the JHPC Supplies was at the special instance and request of the
18 Defendants for the Property.

19 50. As provided at NRS 108.245 and common law, the Defendants had knowledge of
20 HD Supply's delivery of the JHPC Supplies to the Property or HD Supply provided a Notice of
21 Right to Lien.
22

23 51. HD Supply demanded payment of an amount in excess of Ten Thousand and
24 no/100 Dollars (\$10,000.00), which amount remains past due and owing.
25

26 52. On or about December 29, 2008, HD Supply timely recorded a Notice of Lien in
27 Book 20081229 of the Official Records of Clark County, Nevada, as Instrument No. 0000767
28 (the "JHPC Original Lien").

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1 53. On or about February 4, 2009, HD Supply timely recorded an Amended Notice of
2 Lien in Book 20090204 of the Official Records of Clark County, Nevada, as Instrument No.
3 0004357 (the "JHPC Amended Lien").

4 54. The JHPC Original Lien and JHPC Amended Lien are collectively hereinafter
5 referred to as the "JHPC Liens."
6

7 55. The JHPC Liens were in writing and were recorded against the Property for the
8 outstanding balance due to HD Supply in the amount of Twenty-Five Thousand Four Hundred
9 Forty-One and 40/100 Dollars (\$25,441.40).

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

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

15 SEVENTH CAUSE OF ACTION
16 (Foreclosure of Mechanic's Lien – E&E Lien)

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

20 59. The provision of the E&E Supplies was at the special instance and request of the
21 Defendants for the Property.

22 60. As provided at NRS 108.245 and common law, the Defendants had knowledge of
23 HD Supply's delivery of the E&E Supplies to the Property or HD Supply provided a Notice of
24 Right to Lien.
25

26 61. HD Supply demanded payment of an amount in excess of Ten Thousand and
27 no/100 Dollars (\$10,000.00), which amount remains past due and owing.
28

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1 62. On or about February 3, 2009, HD Supply timely recorded a Notice of Lien in
2 Book 20090203 of the Official Records of Clark County, Nevada, as Instrument No. 0004359
3 (the "E&E Lien").

4 63. The E&E Lien was in writing and was recorded against the Property for the
5 outstanding balance due to HD Supply in the amount of One Hundred Fifty-Nine Thousand Four
6 Hundred Seventy-Eight and 55/100 Dollars (\$159,478.55).

7 64. The E&E Lien was served upon the Owner and/or its authorized agents, as
8 required by law.
9

10 65. HD Supply is entitled to an award of reasonable attorney's fees, costs and interest
11 on the E&E Outstanding Balance, as provided in Chapter 108 of the Nevada Revised Statutes.

12 **EIGHTH CAUSE OF ACTION**
13 **(Claim of Priority)**

14 66. HD Supply repeats and realleges each and every allegation contained in the
15 preceding paragraphs of this Amended Complaint, incorporates them by reference, and further
16 alleges as follows:

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

20 68. HD Supply is informed and believes and therefore alleges that even if a deed(s) of
21 trust and/or other interest(s) in the Property were recorded before construction on the Property
22 commenced, those deed(s) of trust, including SFC's, were thereafter expressly subordinated to
23 HD Supply's statutory mechanics' lien thereby elevating HD Supply's statutory mechanics' lien
24 to a position superior to those deed(s) of trust and/or other interests(s) in the Property.
25

26 69. HD Supply's claim against the Property is superior to the claim(s) of SFC, any
27 other defendant, and/or any Loe Lender.
28

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1 70. HD Supply has been required to engage the services of an attorney to collect the
2 JHPC Outstanding Balance due and owing for the JHPC Supplies and the E&E Outstanding
3 Balance due and owing for the E&E Supplies, and HD Supply is entitled to recover its reasonable
4 costs, attorney's fees and interest therefore.
5

6 **NINTH CAUSE OF ACTION**
7 **(Claim Against Bond – CPCC Surety)**

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

11 72. Prior to the events giving rise to this Amended Complaint, the CPCC Surety issued
12 License Bond No. 8739721 (hereinafter the "Bond") in the sum of Fifty Thousand Dollars
13 (\$50,000.00).
14

15 73. CPCC is named as principal and CPCC Surety is named as surety on the Bond.

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

18 75. HD Supply furnished the E&E Supplies as stated herein and has not been paid for
19 the same. HD Supply therefore claims payment on said Bond.

20 76. The CPCC Surety is obligated to pay HD Supply the sums due.

21 77. Demand for the payment of the sums due to HD Supply has been made, but CPCC
22 and the CPCC Surety have failed, neglected and refused to pay the same to HD Supply.

23 78. CPCC and the CPCC Surety owe HD Supply the penal sum of the Bond.

24 79. HD Supply was required to engage the services of an attorney to collect the E&E
25 Outstanding Balance due and owing to HD Supply and HD Supply is entitled to recover its
26 reasonable attorney's fees and costs therefore.
27
28

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TENTH CAUSE OF ACTION
(Claim Against Bond – JHPC Surety)

80. HD Supply 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. Prior to the events giving rise to this Amended Complaint, the JHPC Surety issued License Bond No. 1225706 (hereinafter the "Bond") in the sum of Five Thousand Dollars (\$5,000.00).

82. JHPC is named as principal and JHPC Surety is named as surety on the Bond.

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

84. HD Supply furnished the JHPC Supplies as stated herein and has not been paid for the same. HD Supply therefore claims payment on said Bond.

85. The JHPC Surety is obligated to pay HD Supply the sums due.

86. Demand for the payment of the sums due to HD Supply has been made, but JHPC and the JHPC Surety have failed, neglected and refused to pay the same to HD Supply.

87. JHPC and the JHPC Surety owe HD Supply the penal sum of the Bond.

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

ELEVENTH CAUSE OF ACTION
(Claim Against Bond – E&E Surety)

89. HD Supply 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 90. Prior to the events giving rise to this Amended Complaint, the E&E Surety issued
2 License Bond No. 41104547 (hereinafter the "Bond") in the sum of Fifty Thousand Dollars
3 (\$50,000.00).

4 91. E&E is named as principal and E&E Surety is named as surety on the Bond.

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

7 93. HD Supply furnished the E&E Supplies as stated herein and has not been paid for
8 the same. HD Supply therefore claims payment on said Bond.

9 94. The E&E Surety is obligated to pay HD Supply the sums due.

10 95. Demand for the payment of the sums due to HD Supply has been made, but E&E
11 and the E&E Surety have failed, neglected and refused to pay the same to HD Supply.

12 96. E&E and the E&E Surety owe HD Supply the penal sum of the Bond.

13 97. HD Supply was required to engage the services of an attorney to collect the E&E
14 Outstanding Balance due and owing to HD Supply and HD Supply is entitled to recover its
15 reasonable attorney's fees and costs therefore.

16 **TWELFTH CAUSE OF ACTION**
17 **(Declaratory Judgment)**

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

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

23 a. Senior Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book
24 20060705, Instrument No. 0004264;

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

1
2 c. Third Deed of Trust dated June 26, 2006, and recorded July 5, 2006, at Book
20060705, Instrument No. 0004266; and,

3
4 d. Senior Debt Deed of Trust dated and recorded February 7, 2008, at Book
20080207, Instrument No. 01482.

5 100. On February 7, 2008, SFC executed a Mezzanine Deeds of Trust Subordination
6 Agreement that expressly subordinated the Senior, Junior, and Third Deeds of Trust to the Senior
7 Debt Deed of Trust "in all respects", "for all purposes", and, " regardless of any priority
8 otherwise available to SFC by law or agreement".
9

10 101. The Mezzanine Deeds of Trust Subordination Agreement contains a provision that
11 it shall not be construed as affecting the priority of any other lien or encumbrances in favor of
12 SFC. Thus, no presumptions or determinations are to be made in SFC's favor concerning the
13 priority of competing liens or encumbrances on the property, such as HD Supply's mechanics'
14 lien.
15

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

21 103. HD Supply is informed and believes and therefore alleges that construction on the
22 Property commenced at least before the recording of the Senior Debt Deed of Trust and that by
23 law, all mechanics' liens, including HD Supply's, enjoy a position of priority over the Senior
24 Debt Deed of Trust.
25

26 104. Because the Mezzanine Deeds of Trust Subordination Agreement renders the
27 Senior, Junior, and Third Deeds of Trust expressly subordinate to the Senior Debt Deed of Trust,
28

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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 HD Supply's.

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

5 106. HD Supply 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**, HD Supply prays that this Honorable Court:

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

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

15 3. Enter a judgment declaring that HD Supply has valid and enforceable mechanic's
16 liens against the Property, with priority over all Defendants, in an amount of the JHPC
17 Outstanding Balance and E&E Outstanding Balance;

18 4. Adjudge a lien upon the Property for the JHPC Outstanding Balance and E&E
19 Outstanding Balance, plus reasonable attorneys fees, costs and interest thereon, and that this
20 Honorable Court enter an Order that the Property, and 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 HD Supply herein;

23 5. Enter a judgment declaring that Accuracy'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 22 day of June 2009.

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**APCO's Answer to Amended Statement of
Facts Constituting Notice of Lien and Third-
Party Complaint**


CLERK OF THE COURT

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13 wbg@h2law.com
14 Attorneys for APCO Construction

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 APCO CONSTRUCTION, a Nevada
13 corporation,

14 Plaintiff,

15 vs.

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

25 Defendants.

26 HD SUPPLY WATERWORKS, LP, a Florida
27 limited partnership,

28 Lien Claimant/Intervenor,

vs.

APCO CONSTRUCTION, a Nevada

CASE NO.: 08-A-571228
DEPT. NO.: XIII

Consolidated with: A574391, A574792,
A577623, A583289, A584730, A587168,
A580889 and A589195

**APCO CONSTRUCTION'S ANSWER TO
HD SUPPLY WATERWORKS'
AMENDED STATEMENT OF FACTS
CONSTITUTING A NOTICE OF LIEN
AND THIRD-PARTY COMPLAINT**

corporation; CAMCO PACIFIC
CONSTRUCTION COMPANY, INC., a
California corporation; GEMSTONE
DEVELOPMENT WEST, INC., a Nevada
corporation; JEFF HEIT PLUMBING CO.,
LLC, a Nevada limited liability company;
E&E FIRE PROTECTION, LLC, a Nevada
limited liability company; FIDELITY AND
DEPOSIT COMPANY OF MARYLAND;
OLD REPUBLIC SURETY; PLATTE RIVER
INSURANCE COMPANY; 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

Respondents.

AND ALL RELATED CASES AND
MATTERS.

**APCO CONSTRUCTION'S ANSWER TO
HD SUPPLY WATERWORKS' AMENDED STATEMENT OF FACTS
CONSTITUTING LIEN**

APCO CONSTRUCTION ("APCO"), by and through its attorneys, Gwen Rutar
Mullins, Esq. and Wade B. Gochmour, Esq., of the law firm of Howard and Howard Attorneys
PLLC, hereby files this Answer to HD Supply Waterworks' Amended Statement of Facts
Constituting a Notice of Lien and Third Party Complaint (hereinafter "Complaint") and hereby
responds and alleges as follows:

THE PARTIES

1. Answering Paragraph 1, 5, 6, 7, 8, 9, 10, 11. and 12 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.

2. Answering Paragraphs 2, 3 and 4 of the Complaint, APCO admits the allegations contained therein.

FIRST CAUSE OF ACTION

(Breach of Contract – JHPC Credit Agreement)

3. Answering Paragraph 13 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 and 2 of this Answer to the Complaint as though fully set forth herein.

4. Answering Paragraphs 14, 15, 16, 17, 18, 19, and 20 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.

SECOND CAUSE OF ACTION

(Breach of Contract – E&E Credit Agreement)

5. Answering Paragraph 21 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 4 of this Answer to the Complaint as though fully set forth herein.

6. Answering Paragraphs 22, 23, 24, 25, 26, 27, and 28 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 JHPC)

7. Answering Paragraph 29 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 6 of this Answer to the Complaint as though fully set forth herein..

8. Answering Paragraphs 30, 31, 32, and 33 of the Complaint, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the

1 allegations contained therein, and upon said grounds, denies each and every allegation
2 contained therein on those basis.

3 **FOURTH CAUSE OF ACTION**

4 **(Breach of Implied Covenant of Good Faith & Fair Dealing Against E&E)**

5 9. Answering Paragraph 34 of the Complaint, APCO repeats and realleges each
6 and every allegation contained in paragraphs 1 through 8 of this Answer to the Complaint as
7 though fully set forth herein.

8 10. Answering Paragraphs 35, 36, 37, and 38 of the Complaint, APCO does not
9 have sufficient knowledge or information upon which to base a belief as to the truth of the
10 allegations contained therein, and upon said grounds, denies each and every allegation
11 contained therein on those basis.

12 **FIFTH CAUSE OF ACTION**

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

14 11. Answering Paragraph 39 of the Complaint, APCO repeats and realleges each
15 and every allegation contained in paragraphs 1 through 10 of this Answer to the Complaint as
16 though fully set forth herein.

17 12. Answering Paragraphs 40, 41, 42, 43, 44, 45, 46, and 47 of the Complaint,
18 APCO denies all the allegations as they pertain to, or as they are alleged against, APCO. With
19 respect to any allegations that have been asserted against the remaining Defendants, APCO
20 does not have sufficient knowledge or information upon which to base a belief as to the truth of
21 the allegations contained therein, and upon said grounds, denies each and every allegation
22 contained therein.

23 **SIXTH CAUSE OF ACTION**

24 **(Foreclosure of Mechanic's Lien – JHPC Lien)**

25 13. Answering Paragraph 48 of the Complaint, APCO repeats and realleges each
26 and every allegation contained in paragraphs 1 through 12 of this Answer to the Complaint as
27 though fully set forth herein.
28

1 14. Answering Paragraphs 49, 50, 51, 52, 53, 54, 55, 56, and 57 of the Complaint,
2 APCO denies all the allegations as they pertain to, or as they are or may be alleged against,
3 APCO. With respect to any allegations that have been asserted against the remaining
4 Defendants, APCO does not have sufficient knowledge or information upon which to base a
5 belief as to the truth of the allegations contained therein, and upon said grounds, denies each
6 and every allegation contained therein.

7 **SEVENTH CAUSE OF ACTION**

8 **(Foreclosure of Mechanic's Lien – E&E Lien)**

9 15. Answering Paragraph 58 of the Complaint, APCO repeats and realleges each
10 and every allegation contained in paragraphs 1 through 14 of this Answer to the Complaint as
11 though fully set forth herein.

12 16. Answering Paragraphs 59, 60, 61, 62, 63, 64, and 65 of the Complaint, APCO
13 denies all the allegations as they pertain to, or as they are alleged against, APCO. With respect
14 to any allegations that have been asserted against the remaining Defendants, APCO does not
15 have sufficient knowledge or information upon which to base a belief as to the truth of the
16 allegations contained therein, and upon said grounds, denies each and every allegation
17 contained therein.

18 **EIGHTH CAUSE OF ACTION**

19 **(Claim of Priority)**

20 17. Answering Paragraph 66 of the Complaint, APCO repeats and realleges each
21 and every allegation contained in paragraphs 1 through 16 of this Answer to the Complaint as
22 though fully set forth herein.

23 18. Answering Paragraph 67 of the Complaint, APCO admits the allegations
24 contained therein.

25 19. Answering Paragraph 68 of the Complaint, APCO does not have sufficient
26 knowledge or information upon which to base a belief as to the truth of the allegations
27 contained therein, and upon said grounds, denies each and every allegation contained therein.
28

20. Answering Paragraphs 69 and 70 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.

NINTH CAUSE OF ACTION

(Claim Against Bond – CPCC Surety)

21. Answering Paragraph 71 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 72, 73, 74, 75, 76, 77, 78 and 79 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.

TENTH CAUSE OF ACTION

(Claim Against Bond – JHPC Surety)

23. Answering Paragraph 80 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 81, 82, 83, 84, 85, 86, 87, and 88 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.

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...

...

ELEVENTH CAUSE OF ACTION

(Claim Against Bond – E&E Surety)

25. Answering Paragraph 89 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 Paragraphs 90, 91, 92, 93, 94, 95, 96, and 97 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.

TWELFTH CAUSE OF ACTION

(Declaratory Judgment)

27. Answering Paragraph 98 of the Complaint, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 26 of this Answer to the Complaint as though fully set forth herein.

28. Answering Paragraphs 99, 100, 101, 102, 103, 104, and 105 of the Complaint, APCO, upon information and belief, admits the allegations contained therein.

29. Answering Paragraph 106 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.

FIRST AFFIRMATIVE DEFENSE

HD Supply has failed to state a claim against APCO upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The claims of the HD Supply have been waived as a result of their respective acts and conduct.

...

THIRD AFFIRMATIVE DEFENSE

No monies are due HD Supply from APCO and APCO has not been unjustly enriched as APCO has not received payment for HD Supply's work or supply of materials from Gemstone, the developer of the Manhattan West Project and/or to the extent APCO received such payment, APCO paid HD Supply.

FOURTH AFFIRMATIVE DEFENSE

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

FIFTH AFFIRMATIVE DEFENSE

At the time and place under the circumstances alleged by the HD Supply, HD Supply had full and complete knowledge and information with regard to the conditions and circumstances then and there existing, and through HD Supply'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 HD Supply, were caused in whole or in part or were contributed to by reason of HD Supply's own actions.

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

The alleged damages complained of by HD Supply 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 HD Supply.

TENTH AFFIRMATIVE DEFENSE

APCO had no contractual or other obligations to HD Supply.

ELEVENTH 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.

TWELFTH AFFIRMATIVE DEFENSE

HD Supply has failed to comply with the requirements of NRS 624.

THIRTEENTH AFFIRMATIVE DEFENSE

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

FOURTEENTH 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 HD Supply 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

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3. For such other and further relief as this Court may deem just and proper.

DATED this 5 day of August, 2009.

HOWARD & HOWARD ATTORNEYS PLLC

~~Gwen Mullins, Esq.~~

Nevada Bar No. 3146

Wade B. Gochmour, Esq.

Nevada Bar No. 6314

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Suite 1400

Las Vegas, NV 89169

Attorneys for APCO Construction

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

CERTIFICATE OF MAILING

On the 5th day of August, 2009, the undersigned served a true and correct copy of the foregoing APCO CONSTRUCTION'S ANSWER TO HD SUPPLY WATERWORKS' AMENDED STATEMENT OF FACTS CONSTITUTING LIEN, by U.S. Mail, postage prepaid, upon the following:

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Sean D. Thueson, Esq.
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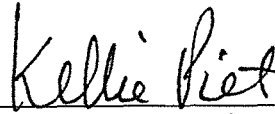
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| | | <i>Accuracy Glass & Mirror Company, Inc.;</i> |
| | | <i>Bruin Painting Corporation; Helix Electric</i> |
| | | <i>of Nevada, LLC; and WRG Design, Inc.</i> |

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An employee of Howard and Howard Attorneys PLLC

Amended Answer


CLERK OF THE COURT

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4 Zachariah B. Parry, Esq.
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12 *Attorneys for*
13 *Camco Pacific Construction Company, Inc. and*
14 *Fidelity and Deposit Company of Maryland*

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

18 In re:
19
20 Manhattan West Mechanics' Lien Litigation

Case No: A571228
Dept. No: XXV
And All Consolidated Cases

21 **AMENDED ANSWER TO HD SUPPLY & WATERWORKS, LP'S STATEMENT OF**
22 **FACTS CONSTITUTING LIEN AND THIRD-PARTY COMPLAINT**

23 Third Party Defendants CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
24 (hereinafter "Camco") and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
25 (hereinafter "Fidelity") (Camco and Fidelity are sometimes collectively referred to herein as
26 "Defendants"), by and through their counsel, Steven L. Morris, Esq. of the law firm of
27 Woodbury, Morris & Brown, hereby answer the Third-Party Complaint of HD SUPPLY &
28 WATERWORKS, LP (hereinafter "Plaintiff" or "HD Supply"), on file herein, and admit, deny,
and allege as follows:

1. Camco and Fidelity are without information or knowledge sufficient to ascertain
the truth of the allegations contained in Paragraphs 4, 6, 7, 9, 10, 12, 14, 15, 16, 17, 18, 19, 22,
23, 24, 25, 26, 27, 31, 32, 33, 35, 36, 37, 52, 53, 54, 55, 56, 62, 63, 64, 68, 81, 82, 83, 84, 85,
86, 87, 90, 91, 92, 93, 94, 95, and 96 of Plaintiff's Complaint, and therefore deny each and
every allegation contained therein.

2. Camco and Fidelity admit the allegations contained in Paragraphs 1, 2, 3, 5, 8,

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Henderson, Nevada 89074
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1 11, 30, 67, 99, 100, 103, 104, of Plaintiff's Complaint.

2 3. Camco and Fidelity deny each and every allegation contained in Paragraphs 20,
3 28, 38, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 51, 57, 59, 60, 61, 65, 70, 72, 73, 74, 75, 76, 77,
4 78, 79, 88, 97, and 106 of Plaintiff's Complaint.

5 4. As to Paragraph 69, Camco and Fidelity admit that HD Supply's claim against
6 the Property is superior to the claim(s) of SFC, but deny the remaining allegations contained
7 therein.

8 5. As to Paragraphs 101 and 102, Camco and Fidelity admit that the Mezzanine
9 Deeds of Trust Subordination Agreement speaks for itself, but deny the remaining allegations
10 contained therein.

11 6. As to paragraph 105, Camco and Fidelity admit that a dispute has arisen, and an
12 actual controversy now exists, but deny the remaining allegations contained therein.

13 7. As to Paragraphs 13, 21, 29, 34, 39, 48, 58, 66, 71, 80, 89, 98, of Plaintiff's
14 Complaint, Camco and Fidelity repeat and reallege the answers to paragraphs 1 through 88 as
15 though fully set forth herein.

16 8. To the extent that any allegations set forth in Plaintiff's Complaint have not been
17 answered, these answering Defendants deny each and every allegation or inference thereof not
18 expressly set forth hereinabove.

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

23 **AFFIRMATIVE DEFENSES**

24 1. The Complaint on file herein fails to state a claim against Camco and Fidelity
25 upon which relief can be granted.

26 2. That any or all negligence or fault on the part of the Plaintiff would be active
27 and primary, and any negligence or fault of Camco, if any, would be secondary and passive.
28

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

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

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

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

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

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

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

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

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

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

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

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

25 15. Plaintiff is barred from recovering by the doctrine of unclean hands.

26 16. Plaintiff's claims are barred by the doctrine of laches, waiver, and estoppel.

27 17. To the extent that Plaintiff's work was substandard, not workmanlike, defective,
28

1 incomplete, or untimely, Plaintiff is not entitled to recover for said work.

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

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

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

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

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

13 23. Plaintiff has failed to mitigate its damages.

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

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

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

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

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

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

27 30. The damages sustained by Plaintiff, if any, were caused by the acts of third
28

1 persons who were not agents, servants, or employees of Fidelity, or its principal, and who were
2 not acting on behalf of Fidelity or its principal in any manner or form, and as such, Fidelity or
3 its principal are not liable in any manner to the Plaintiff.

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

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

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

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

17 WHEREFORE, Third Party Defendants Camco and Fidelity pray as follows:

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

22 DATED this 26th day of April 2010.

23 WOODBURY, MORRIS & BROWN

24 /s/ Zachariah B. Parry
25 Steven L. Morris, Esq.
26 Nevada Bar No. 7454
27 Zachariah B. Parry, Esq.
28 Nevada Bar No. 11677
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CERTIFICATE OF MAILING

I hereby certify that on the 28th day of April 2010, I served a copy of the **AMENDED ANSWER TO HD SUPPLY & WATERWORKS, LP'S STATEMENT OF FACTS CONSTITUTING LIEN AND THIRD-PARTY COMPLAINT** 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/ Zachariah B. Parry
An Employee of Woodbury, Morris & Brown

**Jeff Heit Plumbing and Old Republic's
Answer to HD Supply's Amended Statement
of Facts Constituting Notice of Lien and
Third-Party Complaint**

FILED

AUG 7 4 12 PM '09

E. J. Smith
CLERK OF THE COURT

1 ANS
2 Keith E. Gregory, Esq.
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8 Facsimile: (702) 382-5400
9 Attorneys for Defendants, Jeff Heit Plumbing Co, LLC
10 and Old Republic Surety

DISTRICT COURT
CLARK COUNTY, NEVADA

9 ACCURACY GLASS & MIRROR)
10 COMPANY, INC., a Nevada corporation,)
11 Plaintiff,)

Case No.: A571228

12 vs.)

Dept. No.: XIII

Consolidated with:

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

27 HD SUPPLY WATERWORKS, LP, a)
28 Florida limited partnership,)
Plaintiff in Intervention,)

29 vs.)

30 APCO CONSTRUCTION, a Nevada)
31 corporation; CAMCO PACIFIC)
32 CONSTRUCTION COMPANY, INC., a)
33 California corporation; GEMSTONE)
34 DEVELOPMENT WEST, INC., Nevada)
35 corporation; JEFF HEIT PLUMBING CO,)
36 LLC,)

DEFENDANTS ANSWER TO HD
SUPPLY WATERWORKS' AMENDED
STATEMENT OF FACTS AND
THIRD-PARTY COMPLAINT

09A587168
311553



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CLERK OF THE COURT

AUG 07 2009

RECEIVED

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1 a Nevada limited liability company E&M)
2 FIRE PROTECTION, LLC, a Nevada)
3 limited liability company; FIDELITY AND)
4 DEPOSIT COMPANY OF MARYLAND;)
5 OLD REPUBLIC SURETY; PLATTE)
6 RIVER INSURANCE COMPANY; SCOTT)
7 FINANCIAL CORPORATION, a North)
8 Dakota corporation; DOES I through X;)
9 ROE CORPORATIONS I through X; BOE)
10 BONDING COMPANIES I through X; LOE)
11 LENDERS I through X, inclusive,)
12)
13 Defendants.)
14)

15 COMES NOW Defendants, JEFF HEIT PLUMBING CO., LLC., a Nevada limited liability
16 company (hereinafter jointly referred to as "Heit") and OLD REPUBLIC SURETY (hereinafter
17 jointly referred to as "ORS"), by and through their counsel, Keith E. Gregory, Esq., of the law firm
18 of Keith E. Gregory & Associates, and hereby answer the Amended Statement of Facts Constituting
19 A Notice of Lien and Third-Party Complaint by Plaintiff in Intervention, HD SUPPLY
20 WATERWORKS, LP, and admit, deny and allege as follows:

21 **THE PARTIES**

22 1. Answering paragraphs 1, 2, 3, 4, 5, 7, 8, 10, 11 and 12 of the Amended Complaint
23 these answering Defendants are without sufficient knowledge or information upon which to form
24 a belief as to the truth or falsity of the allegations contained therein and based upon such lack of
25 knowledge and information, deny each and every allegation contained therein.

26 2. Answering paragraphs 6 and 9 of the Amended Complaint these answering
27 Defendants admits each and every allegation contained therein..

28 ///

FIRST CAUSE OF ACTION
(Breach of Contract-JHPC Credit Agreement)

3. Answering paragraph 13 of the Amended Complaint these answering Defendants repeat and reallege and incorporate by express reference their responses to paragraphs 1 through 12 of the Amended Complaint and incorporate the same herein.

4. Answering paragraphs 14, 15, 16, 17, 18, 19 and 20 of the Amended Complaint \ these answering Defendants deny each and every allegation contained herein.

SECOND CAUSE OF ACTION
(Breach of Contract-E&E Credit Agreement)

5. Answering paragraph 21 of the Amended Complaint these answering Defendants repeat and reallege and incorporate by express reference their responses to paragraphs 1 through 20 of the Amended Complaint and incorporate the same herein.

6. Answering paragraphs 22, 23, 24, 25, 26, 27, and 28 of the Amended Complaint these answering Defendants deny each and every allegation contained herein.

THIRD CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith & Fair Dealing Against JHPC)

7. Answering paragraph 29 of the Amended Complaint these answering Defendants repeat and reallege and incorporate by express reference their responses to paragraphs 1 through 28 of the Amended Complaint and incorporate the same herein.

8. Answering paragraphs 30, 31, 32, and 33 of the Amended Complaint these answering Defendants deny each and every allegation contained herein.

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

9. Answering paragraph 34 of the Amended Complaint these answering Defendants

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1 repeat and reallege and incorporate by express reference their responses to paragraphs 1 through
2 33 of the Amended Complaint and incorporate the same herein.

3 10. Answering paragraphs 35, 36, 37, and 38 of the Amended Complaint these
4 answering Defendants deny each and every allegation contained herein.
5

6 **FIFTH CAUSE OF ACTION**
7 **(Unjust Enrichment or in the Alternative Quantum Meruit- Against All Defendants)**

8 11. Answering paragraph 39 of the Amended Complaint these answering Defendants
9 repeat and reallege and incorporate by express reference their responses to paragraphs 1 through
10 38 of the Amended Complaint and incorporate the same herein.

11 12. Answering paragraphs 40, 41, 42, 43, 44, 45, 46, and 47 of the Amended Complaint
12 these answering Defendants deny each and every allegation contained herein.
13

14 **SIXTH CAUSE OF ACTION**
15 **(Foreclosure of Mechanic's Lien-JHPC Lien)**

16 13. Answering paragraph 48 of the Amended Complaint these answering Defendants
17 repeat and reallege and incorporate by express reference their responses to paragraphs 1 through
18 47 of the Amended Complaint and incorporate the same herein.

19 14. Answering paragraphs 49, 50, 51, 52, 53, 54, 55, 56, and 57 of the Amended
20 Complaint these answering Defendants deny each and every allegation contained herein.
21

22 **SEVENTH CAUSE OF ACTION**
23 **(Foreclosure of Mechanic's Lien-E&D Lien)**

24 15. Answering paragraph 58 of the Amended Complaint these answering Defendants
25 repeat and realleges and incorporate by express reference their responses to paragraphs 1 through
26 57 of the Amended Complaint and incorporate the same herein.

27 16. Answering paragraphs 59, 60, 61, 62, 63, 64 and 65 of the Amended Complaint
28

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these answering Defendants deny each and every allegation contained herein.

EIGHTH CAUSE OF ACTION
(Claim of Priority)

17. Answering paragraph 66 of the Amended Complaint this answering Defendants repeat and reallege and incorporate by express reference their responses to paragraphs 1 through 65 of the Amended Complaint and incorporate the same herein.

18. Answering paragraphs 67, 68, 69 and 70 of the Amended Complaint these answering Defendants deny each and every allegation contained herein.

NINTH CAUSE OF ACTION
(Claim Against Bond-CPCC Surety)

19. Answering paragraph 71 of the Amended Complaint these answering Defendants repeat and reallege and incorporate by express reference their responses to paragraphs 1 through 70 of the Amended Complaint and incorporate the same herein.

20. Answering paragraphs 72, 73, 74, 75, 76, 77, 78 and 79 of the Amended Complaint this answering Defendants deny each and every allegation contained herein.

TENTH CAUSE OF ACTION
(Claim Against Bond-JHPC Surety)

21. Answering paragraph 80 of the Amended Complaint these answering Defendants repeat and reallege and incorporate by express reference their responses to paragraphs 1 through 79 of the Amended Complaint and incorporate the same herein.

22. Answering paragraphs 81, 82, 83, 84, 85, 86, 87 and 88 of the Amended Complaint these answering Defendants deny each and every allegation contained herein.

///

ELEVENTH CAUSE OF ACTION
(Claim Against Bond- E&E Surety)

23. Answering paragraphs 89 of the Amended Complaint these answering Defendants repeat and reallege and incorporate by express reference their responses to paragraphs 1 through 88 of the Amended Complaint and incorporate the same herein.

24. Answering paragraphs 90, 91, 92, 93, 94, 95, 96 and 97 of the Amended Complaint these answering Defendants deny each and every allegation contained herein.

TWELFTH CAUSE OF ACTION
(Declaratory Judgment)

25. Answering paragraph 98 of the Amended Complaint these answering Defendants repeat and reallege and incorporate by express reference their responses to paragraphs 1 through 97 of the Amended Complaint and incorporate the same herein.

26. Answering paragraphs 99, 100, 101, 102, 103, 104, 105, and 106 of the Amended Complaint these answering Defendants deny each and every allegation contained herein.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim against these answering Defendants upon which relief can be granted.

2. Any and all damages sustained by Plaintiff are the result of negligence, breach of contract and breach of warranty, express and/or implied of third-parties over whom these answering Defendants have no control.

3. At all times herein, the product or products supplied or installed by these answering Defendants were fit and proper for the use for which they were designed and intended.

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1 4. At the time and place, and under the circumstances alleged the damages of the
2 plaintiff, if any, were caused solely by the breach of contract, and the breach of warranty, expressed
3 or implied and the acts or omissions, of some third-party or parties over whom these answering
4 defendants had no control, and for whose acts said defendants are not responsible nor liable to
5 plaintiff.
6

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

12 6. These answering Defendants are without knowledge of the acts giving rise to and
13 could not have averted the damages alleged by the Plaintiff.
14

15 7. The claims, and each of them, are barred as a result of the failure of the Plaintiff to
16 timely make those claims as against these answering Defendant and allow these answering
17 Defendants to collect evidence sufficient to establish their nonliability. These answering Defendants
18 relied upon the failure to allege claims by the Plaintiff and as a result the plaintiff's claims are barred
19 by the doctrine of laches.
20

21 8. The claims of the Plaintiff are barred as a result of an accord and satisfaction.
22

23 9. The claims of the Plaintiff have been waived as a result of the acts and the conduct
24 of the Plaintiff.
25

26 10. The claim for breach of contract or warranty is barred as a result of the failure to
27 satisfy conditions precedent.
28

 11. The claims, and each of them, for breach of contract and breach of warranty are
barred by the failure to satisfy conditions subsequent.

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12. Plaintiff has failed to mitigate its damages.

13. Pursuant to NRCP 11 as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' Answer, and therefore these answering Defendants reserve the right to amend its Answer to allege additional affirmative defenses.

14. Plaintiff has failed to comply with the requirements of NRS Chapter 108 for perfection of its Mechanic's Lien.

15. If these answering Defendants failed to perform any contractual obligation owed to plaintiff, which they expressly deny, there existed a valid excuse for such non-performance.

16. Defendants have been required to retain the services of counsel to assist in defense of the claims which have been asserted in the Amended Complaint and therefore, Defendants are entitled to recover reasonable attorneys fees and costs incurred.

17. Defendants incorporate by reference each and every affirmative defense set forth in N.R.C.P. 8 (c) as fully set forth herein.

18. Some of the Affirmative Defenses as pled herein are for purposes of non-waiver. Defendants have not conducted discovery in this matter and specifically reserve the right to amend its answer to include additional Affirmative Defenses if discovery of facts so warrant.

WHEREFORE, Defendants, Jeff Heit Plumbing Co, LLC and Old Republic Surety pray for judgment as follows:

1. That Plaintiff take nothing by virtue of the Amended Statement of Facts and Third-Party Complaint on file herein and the same be dismissed with prejudice; and

2. That this Court make an award in favor in defendants for their reasonable attorneys' fees and costs of suit incurred herein; and

3. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 7th day of August, 2009.

KEITH E. GREGORY & ASSOCIATES

Keith E. Gregory, Esq.

Nevada Bar No. 0232

2300 W. Sahara Avenue, Suite 680, Box 23

Las Vegas, Nevada 89102-4368

Counsel for Defendants, Jeff Heit Plumbing Co,
LLC and Old Republic Surety

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the DEFENDANTS ANSWER TO HD SUPPLY WATERWORKS' AMENDED STATEMENT OF FACTS AND THIRD-PARTY COMPLAINT was deposited in the United States mail in Las Vegas, Nevada, this 7th day of August, 2009, addressed as follows:

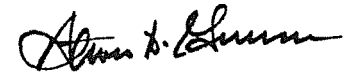
Michael T. Gebhart, Esq.
Travis N. Barrick, Esq.
3333 E. Serene Avenue, Suite 200
Henderson, Nevada 89074
Counsel for Plaintiff,
HD Waterworks, LP

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**Stipulation and Order to Dismiss
E&E Fire Protection**

Helix000559


CLERK OF THE COURT

1 **SAO**
2 RICHARD L. PEEL, ESQ.
3 Nevada Bar No. 4359
4 MICHAEL T. GEBHART, ESQ.
5 Nevada Bar No. 7718
6 **PEEL BRIMLEY LLP**
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10 Fax: (702) 990-7273
11 rpeel@peelbrimley.com
12 mgebhardt@peelbrimley.com
13 *Attorneys for HD Supply Waterworks, LP*

DISTRICT COURT
CLARK COUNTY, NEVADA

14 **ACCURACY GLASS & MIRROR**
15 **COMPANY, INC.,** a Nevada corporation,

16 Plaintiff,

17 vs.

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

Defendants.

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

Consolidated with:

A574792
A574391
A577623
A580889
A583289
A584730
A587168
A589195
A589677
A590319
A592826
A596924
A597089
A606730
A608717
A608718

**STIPULATION AND ORDER TO
DISMISS E & E FIRE PROTECTION,
LLC ONLY PURSUANT TO THE
TERMS STATED BELOW**

HD SUPPLY WATERWORKS, LP, a Florida
limited partnership,

Plaintiff in Intervention,

vs.

APCO CONSTRUCTION, a Nevada
corporation; CAMCO PACIFIC
CONSTRUCTION COMPANY, INC., a

PEEL BRIMLEY LLP
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HENDERSON, NEVADA 89074
(702) 990-7272 • FAX (702) 990-7273

04-00017-2013-13

California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; JEFF HEIT PLUMBING CO, LLC, a Nevada limited-liability company; E & E FIRE PROTECTION, LLC, a Nevada limited liability company; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; OLD REPUBLIC SURETY; PLATTE RIVER INSURANCE COMPANY; 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.

The Undersigned Parties (the "Parties") by and through their respective attorneys of record as identified below hereby stipulate and agree as follows:

1. The Parties represent and warrant that they have the necessary authority and capacity to enter into the instant Stipulation and agree to be bound by the terms and conditions contained herein.

2. The Parties hereby stipulate and agree to dismiss the following claims pursuant to Nevada's Rules of Civil Procedure, Rule 41(a)(1) and 41(c) with prejudice, as follows:

a. Any and all claims, counterclaims and third-party claims that HD Supply Waterworks, LP ("HD Supply") brought against E&E Fire Protection, LLC ("E&E") or any other named Party in its Amended Statement of Facts Constituting A Notice of Lien and Third-Party Complaint ("Statement of Facts"), with respect to the materials that HD Supply provided to E&E for the Project ("Materials"); and

b. Any and all claims, counterclaims and third-party claims that E&E brought against HD Supply in this action with respect to the Materials that HD Supply provided to E&E for the Project.

///

3. Within ten (10) business days of the entry of this Order, HD Supply will cause its Notice of Lien which it caused to be recorded with the Office of the County Recorder, Clark County, Nevada as Instrument #200902130004359 to be discharged.

4. Nothing herein shall be deemed to be a waiver or release of the rights, claims or causes of action other than those specifically set forth above.


5. Each party shall bear their own attorney's fees and costs.

Dated this 25th day of March 2013.

Dated this ____ day of March 2013.

PEEL BRIMLEY LLP

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tjamestruman@gmail.com
Attorneys for E & E Fire Protection, LLC

Dated this ____ day of March, 2013.

Dated this ____ day of March, 2013.

KEMP, JONES & COULTHARD, LLP

HOWARD & HOWARD

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MARK M. JONES, ESQ.
Nevada Bar No. 267
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3. Within ten (10) business days of the entry of this Order, HD Supply will cause its Notice of Lien which it caused to be recorded with the Office of the County Recorder, Clark County, Nevada as Instrument #200902130004359 to be discharged.

4. Nothing herein shall be deemed to be a waiver or release of the rights, claims or causes of action other than those specifically set forth above.

5. Each party shall bear their own attorney's fees and costs.


Dated this ____ day of March 2013.

Dated this 29 day of March 2013.

PEEL BRIMLEY LLP

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Dated this ____ day of March, 2013.

Dated this ____ day of March, 2013.

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3. Within ten (10) business days of the entry of this Order, HD Supply will cause its Notice of Lien which it caused to be recorded with the Office of the County Recorder, Clark County, Nevada as Instrument #200902130004359 to be discharged.

4. Nothing herein shall be deemed to be a waiver or release of the rights, claims or causes of action other than those specifically set forth above.

5. Each party shall bear their own attorney's fees and costs.

Dated this ____ day of March 2013.

Dated this ____ day of March 2013.

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Dated this 25 day of March, 2013.

Dated this ____ day of March, 2013.

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3. Within ten (10) business days of the entry of this Order, HD Supply will cause its Notice of Lien which it caused to be recorded with the Office of the County Recorder, Clark County, Nevada as Instrument #200902130004359 to be discharged.

4. Nothing herein shall be deemed to be a waiver or release of the rights, claims or causes of action other than those specifically set forth above.

5. Each party shall bear their own attorney's fees and costs.

Dated this ____ day of March 2013.

Dated this ____ day of March 2013.

PEEL BRIMLEY LLP

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Dated this ____ day of March, 2013.

Dated this 25 day of March, 2013.

KEMP, JONES & COULTHARD, LLP

HOWARD & HOWARD

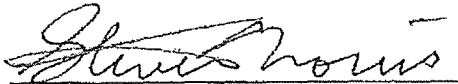
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1 Dated this 25th day of March, 2013.

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11 *Attorneys for Camco Pacific Construction*
12 *Company & Fidelity & Deposit Company*
13 *Of Maryland*

14 Dated this _____ day of March, 2013.

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21 Fax: (702) 382-5400
22 *Attorneys for Old Republic Surety & Jeff Height Plumbing Co., LLC*

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Dated this _____ day of March, 2013.

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1 Dated this _____ day of March, 2013.

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Company & Fidellty & Deposit Company
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10 Dated this _____ day of March, 2013.

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- HD Supply Waterworks\037 - E & F Fire
Protection [Manhattan West]\PX\Originals\130325

Dated this 1st April day of March, 2013.

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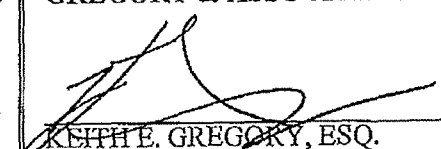
1 Dated this _____ day of March, 2013.

2 **GRANT MORRIS & DODD**

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10 Dated this 25 day of March, 2013.

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21 ///

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///

Dated this _____ day of March, 2013.

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CeL # A571228 825

ORDER

Dismissing E & E Fire Protection LLC
Only

IT IS SO ORDERED as stipulated.

Dated this 3rd day of April, 2013.

Dea Dea
DISTRICT COURT JUDGE

Respectfully Submitted by:

PEEL BRIMLEY LLP

(#12723)
For
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MICHAEL T. GEBHART, ESQ.

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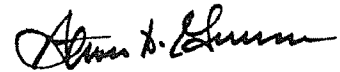
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Voluntary Dismissal of Platte River Insurance



CLERK OF THE COURT

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13 *Attorneys for HD Supply Waterworks, LP*

DISTRICT COURT

CLARK COUNTY, NEVADA

14 **ACCURACY GLASS & MIRROR**
15 **COMPANY, INC.,** a Nevada corporation,

16 Plaintiff,

17 vs.

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

Defendants.

HD SUPPLY WATERWORKS, LP, a Florida
limited partnership,

Plaintiff in Intervention,

vs.

APCO CONSTRUCTION, a Nevada
corporation; **CAMCO PACIFIC**
CONSTRUCTION COMPANY, INC., a
California corporation; **GEMSTONE**
DEVELOPMENT WEST, INC., Nevada
corporation; **JEFF HEIT PLUMBING CO, LLC,**
a Nevada limited-liability company; **E & E**
FIRE PROTECTION, LLC, a Nevada limited
liability company; **FIDELITY AND DEPOSIT**

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

Consolidated with:

A571792
A574391
A577623
A583289
A584730
A587168

HD SUPPLY WATERWORKS, LP'S
VOLUNTARY DISMISSAL OF
PLATTE RIVER INSURANCE
COMPANY ONLY WITHOUT
PREJUDICE

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COMPANY OF MARYLAND; OLD
REPUBLIC SURETY; PLATTE RIVER
INSURANCE COMPANY; 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,

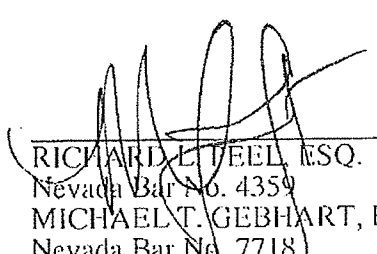
Defendants.

Pursuant to NRCP 41(a)(1), Plaintiff-in-Intervention, HD SUPPLY WATERWORKS, LP
voluntarily dismisses the above referenced matter as to PLATTE RIVER INSURANCE
COMPANY only. No answer or motion for summary judgment has been served and the Court
has set no trial date in this action.

Therefore, Plaintiff-in-Intervention authorizes and directs the Clerk of this Court to enter a
Dismissal of PLATTE RIVER INSURANCE COMPANY from this action without prejudice.

Dated this 5 day of April 2010.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am employed in the Law Offices of PEEL BRIMLEY LLP, and that on this 5th day of April 2010, I served the above and foregoing **HD SUPPLY WATRWORKS, LLP'S VOLUNTARY DISMISSL OF PLATTE RIVER INSURANCE COMPANY ONLY WITHOUT PREJUDICE.** in accordance with EDCR 7.25(A)(3), by placing a true and correct copy by electronic means via the courts website (Wiznet):

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An Employee of PEEL BRIMLEY LLP

**Scott Financial's Answer to HD Supply's
Amended Statement of Facts Constituting
Notice of Lien and Third-Party Complaint**

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CLERK OF THE COURT

NOV 18 2009

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9 SCOTT FINANCIAL CORPORATION

DISTRICT COURT
CLARK COUNTY, NEVADA

10 APCO CONSTRUCTION, INC., a Nevada
11 corporation,

12 Plaintiff,

13 vs.

14 GEMSTONE DEVELOPMENT WEST, INC., a
15 Nevada corporation; NEVADA CONSTRUCTION
16 SERVICES, a Nevada corporation; SCOTT
17 FINANCIAL CORPORATION, a North Dakota
18 corporation; COMMONWEALTH LAND TITLE
19 INSURANCE COMPANY; FIRST AMERICAN
20 TITLE INSURANCE COMPANY; and DOES I
21 through X,

22 Defendants.

23 AND ALL RELATED CASES.

24 SCOTT FINANCIAL CORPORATION'S ANSWER TO HD SUPPLY
25 WATERWORKS' AMENDED STATEMENT OF FACTS CONSTITUTING A
26 NOTICE OF LIEN AND THIRD PARTY COMPLAINT

27 COMES NOW Defendant, SCOTT FINANCIAL CORPORATION, by and through its
28 attorneys of record, MEIER & FINE, LLC, and hereby files its ANSWER TO HD SUPPLY
29 WATERWORKS' AMENDED STATEMENT OF FACTS CONSTITUTING A NOTICE OF
30 LIEN AND THIRD-PARTY COMPLAINT as follows:

FILED
NOV 18 2009
Clerk of Court
CLERK OF COURT

Case No. A571228
Dept. No. XIII

Consolidated With

~~A596924~~

~~A590319~~

~~A592826~~

A574391

A574792

A577623

A583289

~~A584960~~

~~A589677~~

A584730

A587168

A580889

A589195

A597089

09A587168
534537



SCOTT FINANCIAL
CORPORATION'S ANSWER
TO HD SUPPLY WATERWORKS'
AMENDED STATEMENT OF
FACTS CONSTITUTING A
NOTICE OF LIEN AND THIRD
PARTY COMPLAINT

THE PARTIES

1
2 1. Answering paragraph 1 of HD Supply Waterworks' Amended Statement of Facts
3 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without
4 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
5 allegations contained in said paragraph in their entirety.

6 2. Answering paragraph 2 of HD Supply Waterworks' Amended Statement of Facts
7 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without
8 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
9 allegations contained in said paragraph in their entirety.

10 3. Answering paragraph 3 of HD Supply Waterworks' Amended Statement of Facts
11 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without
12 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
13 allegations contained in said paragraph in their entirety.

14 4. Answering paragraph 4 of HD Supply Waterworks' Amended Statement of Facts
15 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without
16 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
17 allegations contained in said paragraph in their entirety.

18 5. Answering paragraph 5 of HD Supply Waterworks' Amended Statement of Facts
19 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without
20 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
21 allegations contained in said paragraph in their entirety.

22 6. Answering paragraph 6 of HD Supply Waterworks' Amended Statement of Facts
23 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without
24 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
25 allegations contained in said paragraph in their entirety.

26 7. Answering paragraph 7 of HD Supply Waterworks' Amended Statement of Facts
27 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without

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1 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
2 allegations contained in said paragraph in their entirety.

3 8. Answering paragraph 8 of HD Supply Waterworks' Amended Statement of Facts
4 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without
5 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
6 allegations contained in said paragraph in their entirety.

7 9. Answering paragraph 9 of HD Supply Waterworks' Amended Statement of Facts
8 Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without
9 knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the
10 allegations contained in said paragraph in their entirety.

11 10. Answering paragraph 10 of HD Supply Waterworks' Amended Statement of
12 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
13 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
14 the allegations contained in said paragraph in their entirety.

15 11. Answering paragraph 11 of HD Supply Waterworks' Amended Statement of
16 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
17 admits the allegations contained in said paragraph in their entirety.

18 12. Answering paragraph 12 of HD Supply Waterworks' Amended Statement of
19 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
20 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
21 the allegations contained in said paragraph in their entirety.

22 **FIRST CAUSE OF ACTION**

23 **(Breach of Contract – JHPC Credit Agreement)**

24 13. Answering paragraph 13 of HD Supply Waterworks' Amended Statement of
25 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
26 repeats and realleges each and every allegation contained in Paragraphs 1 through 13, as
27 though fully set forth herein.

28 ///

1 14. Answering paragraph 14 of HD Supply Waterworks' Amended Statement of
2 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
3 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
4 the allegations contained in said paragraph in their entirety.

5 15. Answering paragraph 15 of HD Supply Waterworks' Amended Statement of
6 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
7 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
8 the allegations contained in said paragraph in their entirety.

9 16. Answering paragraph 16 of HD Supply Waterworks' Amended Statement of
10 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
11 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
12 the allegations contained in said paragraph in their entirety.

13 17. Answering paragraph 17 of HD Supply Waterworks' Amended Statement of
14 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
15 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
16 the allegations contained in said paragraph in their entirety.

17 18. Answering paragraph 18 of HD Supply Waterworks' Amended Statement of
18 Facts Constituting a Notice of Lien and Third-Party Complaint, including subparts "a." through
19 "d." thereto, this answering Defendant is without knowledge as to the truth of the matters
20 alleged therein, and upon said grounds, denies the allegations contained in said paragraph in
21 their entirety.

22 19. Answering paragraph 19 of HD Supply Waterworks' Amended Statement of
23 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
24 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
25 the allegations contained in said paragraph in their entirety.

26 20. Answering paragraph 20 of HD Supply Waterworks' Amended Statement of
27 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is

28 ///

1 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
2 the allegations contained in said paragraph in their entirety.

3 **SECOND CAUSE OF ACTION**

4 **(Breach of Contract -- E&E Credit Agreement)**

5 21. Answering paragraph 21 of HD Supply Waterworks' Amended Statement of
6 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
7 repeats and realleges each and every allegation contained in Paragraphs 1 through 21, as
8 though fully set forth herein.

9 22. Answering paragraph 22 of HD Supply Waterworks' Amended Statement of
10 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
11 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
12 the allegations contained in said paragraph in their entirety.

13 23. Answering paragraph 23 of HD Supply Waterworks' Amended Statement of
14 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
15 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
16 the allegations contained in said paragraph in their entirety.

17 24. Answering paragraph 24 of HD Supply Waterworks' Amended Statement of
18 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
19 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
20 the allegations contained in said paragraph in their entirety.

21 25. Answering paragraph 25 of HD Supply Waterworks' Amended Statement of
22 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
23 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
24 the allegations contained in said paragraph in their entirety.

25 26. Answering paragraph 26 of HD Supply Waterworks' Amended Statement of
26 Facts Constituting a Notice of Lien and Third-Party Complaint, including subparts "a." through
27 "d." thereto, this answering Defendant is without knowledge as to the truth of the matters

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1 alleged therein, and upon said grounds, denies the allegations contained in said paragraph in
2 their entirety.

3 27. Answering paragraph 27 of HD Supply Waterworks' Amended Statement of
4 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
5 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
6 the allegations contained in said paragraph in their entirety.

7 28. Answering paragraph 28 of HD Supply Waterworks' Amended Statement of
8 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
9 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
10 the allegations contained in said paragraph in their entirety.

11 **THIRD CAUSE OF ACTION**

12 **(Breach of Implied Covenant of Good Faith & Fair Dealing Against JHPC)**

13 29. Answering paragraph 29 of HD Supply Waterworks' Amended Statement of
14 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
15 repeats and realleges each and every allegation contained in Paragraphs 1 through 29, as
16 though fully set forth herein.

17 30. Answering paragraph 30 of HD Supply Waterworks' Amended Statement of
18 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
19 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
20 the allegations contained in said paragraph in their entirety.

21 31. Answering paragraph 31 of HD Supply Waterworks' Amended Statement of
22 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
23 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
24 the allegations contained in said paragraph in their entirety.

25 32. Answering paragraph 32 of HD Supply Waterworks' Amended Statement of
26 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
27 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
28 the allegations contained in said paragraph in their entirety.

1 33. Answering paragraph 33 of HD Supply Waterworks' Amended Statement of
2 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
3 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
4 the allegations contained in said paragraph in their entirety.

5 **FOURTH CAUSE OF ACTION**

6 **(Breach of Implied Covenant of Good Faith & Fair Dealing Against E&E)**

7 34. Answering paragraph 34 of HD Supply Waterworks' Amended Statement of
8 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
9 repeats and realleges each and every allegation contained in Paragraphs 1 through 34, as
10 though fully set forth herein.

11 35. Answering paragraph 35 of HD Supply Waterworks' Amended Statement of
12 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
13 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
14 the allegations contained in said paragraph in their entirety.

15 36. Answering paragraph 36 of HD Supply Waterworks' Amended Statement of
16 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
17 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
18 the allegations contained in said paragraph in their entirety.

19 37. Answering paragraph 37 of HD Supply Waterworks' Amended Statement of
20 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
21 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
22 the allegations contained in said paragraph in their entirety.

23 38. Answering paragraph 38 of HD Supply Waterworks' Amended Statement of
24 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
25 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
26 the allegations contained in said paragraph in their entirety.

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FIFTH CAUSE OF ACTION

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

39. Answering paragraph 39 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant repeats and realleges each and every allegation contained in Paragraphs 1 through 39, as though fully set forth herein.

40. Answering paragraph 40 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the allegations contained in said paragraph in their entirety.

41. Answering paragraph 41 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the allegations contained in said paragraph in their entirety.

42. Answering paragraph 42 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant denies the allegations contained in said paragraph in their entirety.

43. Answering paragraph 43 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the allegations contained in said paragraph in their entirety.

44. Answering paragraph 44 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant denies the allegations contained in said paragraph in their entirety.

45. Answering paragraph 45 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant denies the allegations contained in said paragraph in their entirety.

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1 46. Answering paragraph 46 of HD Supply Waterworks' Amended Statement of
2 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
3 denies the allegations contained in said paragraph in their entirety.

4 47. Answering paragraph 47 of HD Supply Waterworks' Amended Statement of
5 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
6 denies the allegations contained in said paragraph in their entirety.

7 **SIXTH CAUSE OF ACTION**

8 **(Foreclosure of Mechanic's Lien – JHPC Lien)**

9 48. Answering paragraph 48 of HD Supply Waterworks' Amended Statement of
10 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
11 repeats and realleges each and every allegation contained in Paragraphs 1 through 48, as
12 though fully set forth herein.

13 49. Answering paragraph 49 of HD Supply Waterworks' Amended Statement of
14 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
15 denies the allegations contained in said paragraph in their entirety.

16 50. Answering paragraph 50 of HD Supply Waterworks' Amended Statement of
17 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
18 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
19 the allegations contained in said paragraph in their entirety.

20 51. Answering paragraph 51 of HD Supply Waterworks' Amended Statement of
21 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
22 denies the allegations contained in said paragraph in their entirety.

23 52. Answering paragraph 52 of HD Supply Waterworks' Amended Statement of
24 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
25 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
26 the allegations contained in said paragraph in their entirety.

27 53. Answering paragraph 53 of HD Supply Waterworks' Amended Statement of
28 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is

1 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
2 the allegations contained in said paragraph in their entirety.

3 54. Answering paragraph 54 of HD Supply Waterworks' Amended Statement of
4 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
5 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
6 the allegations contained in said paragraph in their entirety.

7 55. Answering paragraph 55 of HD Supply Waterworks' Amended Statement of
8 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
9 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
10 the allegations contained in said paragraph in their entirety.

11 56. Answering paragraph 56 of HD Supply Waterworks' Amended Statement of
12 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
13 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
14 the allegations contained in said paragraph in their entirety.

15 57. Answering paragraph 57 of HD Supply Waterworks' Amended Statement of
16 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
17 denies the allegations contained in said paragraph in their entirety.

18 **SEVENTH CAUSE OF ACTION**

19 **(Foreclosure of Mechanic's Lien – E&E Lien)**

20 58. Answering paragraph 58 of HD Supply Waterworks' Amended Statement of
21 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
22 repeats and realleges each and every allegation contained in Paragraphs 1 through 58, as
23 though fully set forth herein.

24 59. Answering paragraph 59 of HD Supply Waterworks' Amended Statement of
25 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
26 denies the allegations contained in said paragraph in their entirety.

27 60. Answering paragraph 60 of HD Supply Waterworks' Amended Statement of
28 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is

1 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
2 the allegations contained in said paragraph in their entirety.

3 61. Answering paragraph 61 of HD Supply Waterworks' Amended Statement of
4 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
5 denies the allegations contained in said paragraph in their entirety.

6 62. Answering paragraph 62 of HD Supply Waterworks' Amended Statement of
7 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
8 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
9 the allegations contained in said paragraph in their entirety.

10 63. Answering paragraph 63 of HD Supply Waterworks' Amended Statement of
11 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
12 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
13 the allegations contained in said paragraph in their entirety.

14 64. Answering paragraph 64 of HD Supply Waterworks' Amended Statement of
15 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
16 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
17 the allegations contained in said paragraph in their entirety.

18 65. Answering paragraph 65 of HD Supply Waterworks' Amended Statement of
19 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
20 denies the allegations contained in said paragraph in their entirety.

21 **EIGHTH CAUSE OF ACTION**

22 **(Claim of Priority)**

23 66. Answering paragraph 66 of HD Supply Waterworks' Amended Statement of
24 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
25 repeats and realleges each and every allegation contained in Paragraphs 1 through 66, as
26 though fully set forth herein.

27 67. Answering paragraph 67 of HD Supply Waterworks' Amended Statement of
28 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant

1 denies the allegations contained in said paragraph in their entirety.

2 68. Answering paragraph 68 of HD Supply Waterworks' Amended Statement of
3 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
4 denies the allegations contained in said paragraph in their entirety.

5 69. Answering paragraph 69 of HD Supply Waterworks' Amended Statement of
6 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
7 denies the allegations contained in said paragraph in their entirety.

8 70. Answering paragraph 70 of HD Supply Waterworks' Amended Statement of
9 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
10 denies the allegations contained in said paragraph in their entirety.

11 **NINTH CAUSE OF ACTION**

12 **(Claim Against Bond – CPCC Surety)**

13 71. Answering paragraph 71 of HD Supply Waterworks' Amended Statement of
14 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
15 repeats and realleges each and every allegation contained in Paragraphs 1 through 71, as
16 though fully set forth herein.

17 72. Answering paragraph 72 of HD Supply Waterworks' Amended Statement of
18 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
19 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
20 the allegations contained in said paragraph in their entirety.

21 73. Answering paragraph 73 of HD Supply Waterworks' Amended Statement of
22 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
23 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
24 the allegations contained in said paragraph in their entirety.

25 74. Answering paragraph 74 of HD Supply Waterworks' Amended Statement of
26 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
27 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
28 the allegations contained in said paragraph in their entirety.

1 75. Answering paragraph 75 of HD Supply Waterworks' Amended Statement of
2 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
3 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
4 the allegations contained in said paragraph in their entirety.

5 76. Answering paragraph 76 of HD Supply Waterworks' Amended Statement of
6 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
7 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
8 the allegations contained in said paragraph in their entirety.

9 77. Answering paragraph 77 of HD Supply Waterworks' Amended Statement of
10 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
11 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
12 the allegations contained in said paragraph in their entirety.

13 78. Answering paragraph 78 of HD Supply Waterworks' Amended Statement of
14 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
15 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
16 the allegations contained in said paragraph in their entirety.

17 79. Answering paragraph 79 of HD Supply Waterworks' Amended Statement of
18 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
19 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
20 the allegations contained in said paragraph in their entirety.

21 **TENTH CAUSE OF ACTION**

22 **(Claim Against Bond – JHPC Surety)**

23 80. Answering paragraph 80 of HD Supply Waterworks' Amended Statement of
24 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
25 repeats and realleges each and every allegation contained in Paragraphs 1 through 80, as
26 though fully set forth herein.

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1 81. Answering paragraph 81 of HD Supply Waterworks' Amended Statement of
2 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
3 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
4 the allegations contained in said paragraph in their entirety.

5 82. Answering paragraph 82 of HD Supply Waterworks' Amended Statement of
6 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
7 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
8 the allegations contained in said paragraph in their entirety.

9 83. Answering paragraph 83 of HD Supply Waterworks' Amended Statement of
10 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
11 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
12 the allegations contained in said paragraph in their entirety.

13 84. Answering paragraph 84 of HD Supply Waterworks' Amended Statement of
14 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
15 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
16 the allegations contained in said paragraph in their entirety.

17 85. Answering paragraph 85 of HD Supply Waterworks' Amended Statement of
18 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
19 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
20 the allegations contained in said paragraph in their entirety.

21 86. Answering paragraph 86 of HD Supply Waterworks' Amended Statement of
22 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
23 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
24 the allegations contained in said paragraph in their entirety.

25 87. Answering paragraph 87 of HD Supply Waterworks' Amended Statement of
26 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
27 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
28 the allegations contained in said paragraph in their entirety.

1 88. Answering paragraph 88 of HD Supply Waterworks' Amended Statement of
2 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
3 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
4 the allegations contained in said paragraph in their entirety.

5 **ELEVENTH CAUSE OF ACTION**

6 **(Claim Against Bond – E&E Surety)**

7 89. Answering paragraph 89 of HD Supply Waterworks' Amended Statement of
8 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
9 repeats and realleges each and every allegation contained in Paragraphs 1 through 89, as
10 though fully set forth herein.

11 90. Answering paragraph 90 of HD Supply Waterworks' Amended Statement of
12 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
13 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
14 the allegations contained in said paragraph in their entirety.

15 91. Answering paragraph 91 of HD Supply Waterworks' Amended Statement of
16 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
17 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
18 the allegations contained in said paragraph in their entirety.

19 92. Answering paragraph 92 of HD Supply Waterworks' Amended Statement of
20 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
21 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
22 the allegations contained in said paragraph in their entirety.

23 93. Answering paragraph 93 of HD Supply Waterworks' Amended Statement of
24 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
25 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
26 the allegations contained in said paragraph in their entirety.

27 94. Answering paragraph 94 of HD Supply Waterworks' Amended Statement of
28 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is

1 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
2 the allegations contained in said paragraph in their entirety.

3 95. Answering paragraph 95 of HD Supply Waterworks' Amended Statement of
4 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
5 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
6 the allegations contained in said paragraph in their entirety.

7 96. Answering paragraph 96 of HD Supply Waterworks' Amended Statement of
8 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
9 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
10 the allegations contained in said paragraph in their entirety.

11 97. Answering paragraph 97 of HD Supply Waterworks' Amended Statement of
12 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
13 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
14 the allegations contained in said paragraph in their entirety.

15 **TWELFTH CAUSE OF ACTION**

16 **(Declaratory Judgment)**

17 98. Answering paragraph 98 of HD Supply Waterworks' Amended Statement of
18 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant
19 repeats and realleges each and every allegation contained in Paragraphs 1 through 98, as
20 though fully set forth herein.

21 99. Answering paragraph 99 of HD Supply Waterworks' Amended Statement of
22 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant this
23 answering Defendant admits the allegations contained in said paragraph in their entirety.

24 100. Answering paragraph 100 of HD Supply Waterworks' Amended Statement of
25 Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is
26 without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies
27 the allegations contained in said paragraph in their entirety.

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101. Answering paragraph 101 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the allegations contained in said paragraph in their entirety.

102. Answering paragraph 102 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant is without knowledge as to the truth of the matters alleged therein, and upon said grounds, denies the allegations contained in said paragraph in their entirety.

103. Answering paragraph 103 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant denies the allegations contained in said paragraph in their entirety.

104. Answering paragraph 104 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant denies the allegations contained in said paragraph in their entirety.

105. Answering paragraph 105 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, this answering Defendant admits the allegations contained in said paragraph in their entirety.

106. Answering paragraph 106 of HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint denies the allegations contained in said paragraph in their entirety.

AFFIRMATIVE DEFENSES

1. HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint, on file herein, fails to state a claim against this Defendant upon which relief can be granted.

2. HD Supply Waterworks has failed to properly perfect its Mechanic's Lien.

3. HD Supply Waterworks' claims are barred by the Doctrine of Laches.

4. HD Supply Waterworks' equitable claims are barred by unclean hands.

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1 5. Defendant's interest in the property has priority over HD Supply Waterworks'
2 lien.

3 6. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have
4 been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon
5 the filing of Defendant's Answer, and therefore, this answering Defendant reserves the right to
6 amend this Answer to allege additional affirmative defenses , if subsequent investigation so
7 warrants.

8 WHEREFORE, Defendant SCOTT FINANCIAL CORPORATION prays that HD
9 SUPPLY WATERWORKS, take nothing by way of its Amended Statement of Facts
10 Constituting a Notice of Lien and Third-Party Complaint, on file herein; that Defendant be
11 awarded reasonable attorney's fees and costs herein and for such other relief as the Court may
12 deem just and proper.

13 DATED this 17th day of November, 2009.

MEIER & FINE, LLC

By 

GLENN F. MEIER, ESQ.

Nevada Bar No. 006059

MARILYN FINE, ESQ.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of SCOTT FINANCIAL CORPORATION'S ANSWER TO HD SUPPLY WATERWORKS' AMENDED STATEMENT OF FACTS CONSTITUTING A NOTICE OF LIEN AND THIRD PARTY COMPLAINT was deposited in the United States mail in Las Vegas, Nevada, this 19th day of November, 2009, addressed to the following:

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///

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An employee of MEIER & FINE, LLC

EXHIBIT E
(Accuracy Glass & Mirror Company's
Complaint Re Foreclosure)

Helix000602

ORIGINAL

FILED

APR 7 12 38 PM '09

E. J. [Signature]
CLERK OF THE COURT

12

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

13 Plaintiff,

14 vs.

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

26 Defendants.

CASE NO.:
DEPT. NO.:

A587168
XXII

COMPLAINT RE FORECLOSURE

EXEMPTION FROM ARBITRATION:
Title to Real Estate

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

///

///

///

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APR 07 2009
CLERK OF THE COURT

PEEL BRIMLEY LLP
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THE PARTIES

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

5
6 2. Accuracy is informed and believes and therefore alleges that Defendant
7 GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation ("Owner") is and was at all
8 times relevant to this action, the owner, reputed owner, or the person, individual and/or entity
9 who claims an ownership interest in that certain real property portions thereof located in Clark
10 County, Nevada and more particularly described as follows:

11 Manhattan West Condominiums (Project)
12 Spring Valley
13 County Assessor Description: See Attached Exhibit 1
14 SEC 32 TWP 21 RNG 60

15 and more particularly described as Clark County Assessor Parcel Numbers 163-32-112-001 thru
16 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (formerly known as 163-
17 32-101-019) including all easements, rights-of-way, common areas and appurtenances thereto,
18 and surrounding space may be required for the convenient use and occupation thereof, upon
19 which Owners caused or allowed to be constructed certain improvements (the "Property").

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

22 4. Accuracy is informed and believes and therefore alleges that Defendant
23 ASPHALT PRODUCTS CORP., a Nevada corporation ("Asphalt"), is and was at all times
24 relevant to this action doing business as a licensed contractor authorized to conduct business in
25 Clark County, Nevada.
26

27 5. Accuracy is informed and believes and therefore alleges that Defendant APCO
28 CONSTRUCTION, a Nevada corporation ("APCO"), is and was at all times relevant to this

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1 action doing business as a licensed contractor authorized to conduct business in Clark County,
2 Nevada.

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

7
8 7. Accuracy is informed and believes and therefore alleges that Defendant,
9 FIDELITY AND DEPOSIT COMPANY OF MARYLAND (hereinafter "CPCC Surety"), was
10 and is a bonding company licensed and qualified to do business as a surety in Nevada.

11 8. Accuracy does not know the true names of the individuals, corporations,
12 partnerships and entities sued and identified in fictitious names as DOES 1 through 10, ROE
13 CORPORATIONS 1 through 10, BOE BONDING COMPANIES 1 through 10 and LOE
14 LENDERS 1 through 10. Accuracy alleges that such Defendants claim an interest in or to the
15 Properties, and/or are responsible for damages suffered by Accuracy as more fully discussed
16 under the claims for relief set forth below. Accuracy will request leave of this Honorable Court to
17 amend this Complaint to show the true names and capacities of each such fictitious Defendant
18 when Accuracy discovers such information.
19

20
21 **FIRST CAUSE OF ACTION**
22 **(Breach of Contract against Asphalt and APCO)**

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

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

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

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

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

7 14. Asphalt and APCO has breached the Agreement by, among other things:

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

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

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

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

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

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

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

22 ///

23 ///

24 ///

25

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SECOND CAUSE OF ACTION
(Breach of Contract against CPCC)

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

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

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

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

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

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

- a. Failing and/or refusing to pay the monies owed to Accuracy 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 Ratification Agreement and permit related adjustments in scheduled performance;
- d. Failing and/or refusing to comply with the Ratification Agreement and Nevada

law; and

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

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

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

9 **THIRD CAUSE OF ACTION**
10 **(Breach of Implied Covenant of Good Faith & Fair Dealing**
11 **Against Asphalt, APCO & CPCC)**

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

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

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

20 28. CPCC breached its duty to act in good faith by performing the Ratification
21 Agreement in a manner that was unfaithful to the purpose of the Ratification Agreement, thereby
22 denying Accuracy's justified expectations.

23 29. Due to the actions of Asphalt, APCO and CPCC, Accuracy suffered damages in an
24 amount to be determined at trial for which Accuracy is entitled to judgment plus interest.
25

26 ///

27 ///

28

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

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

12 33. As to Asphalt, APCO and CPCC, this cause of action is being pled in the
13 alternative.

15 35. The Defendants knew or should have known that Accuracy expected to be paid for
16 the Work.

19 37. To date, the Defendants have failed, neglected, and/or refused to pay the
20 Outstanding Balance.

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

28 |||

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FIFTH CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)

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

41. The provision of the Work was at the special instance and request of the Defendants for the Property.

42. As provided at NRS 108.245 and common law, the Defendants had knowledge of Accuracy's delivery of the Work to the Property or Accuracy provided a Notice of Right to Lien.

43. Accuracy demanded payment of an amount in excess of Ten Thousand and no/100 Dollars (\$10,000.00), which amount remains past due and owing.

44. 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").

45. 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").

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

47. 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).

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

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

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SIXTH CAUSE OF ACTION

(Claim of Priority)

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

51. Accuracy is informed and believes and therefore alleges that construction on the Property commenced before the recording of Defendant LOE LENDERS' Deed(s) of Trust and/or other interest(s) in the Property.

52. Accuracy's claim against the Property is superior to the claim(s) of LOE LENDERS and/or any other Defendant.

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

SEVENTH CAUSE OF ACTION

(Claim Against Bond – CPCC Surety)

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

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

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

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

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

1 59. The CPCC Surety is obligated to pay Accuracy the sums due.

2 60. Demand for the payment of the sums due to Accuracy has been made, but CPCC
3 and the CPCC Surety have failed, neglected and refused to pay the same to Accuracy.

4 61. CPCC and the CPCC Surety owe Accuracy the penal sum of the Bond.

5
6 62. Accuracy was required to engage the services of an attorney to collect the
7 Outstanding Balance due and owing to Accuracy and Accuracy is entitled to recover its
8 reasonable attorney's fees and costs therefore.

9 **EIGHTH CAUSE OF ACTION**
10 **(Violation of NRS 624)**

11 63. Accuracy 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 64. NRS 624.606 to 624.630, et. seq. (the "Statute") requires contractors (such as
15 Asphalt and APCO and/or CPCC), to, among other things, timely pay their subcontractors (such
16 as Accuracy), as provided in the in the Statute.

17
18 65. In violation of the Statute, Asphalt and APCO and/or CPCC have failed and/or
19 refused to timely pay Accuracy monies due and owing.

20 66. Asphalt's and APCO's and/or CPCC's violation of the Statute constitutes
21 negligence per se.

22 67. By reason of the foregoing, Accuracy is entitled to a judgment against Asphalt and
23 APCO and/or CPCC in the amount of the Outstanding Balance

24 68. Accuracy has been required to engage the services of an attorney to collect the
25 Outstanding Balance and Accuracy is entitled to recover its reasonable costs, attorney's fees and
26 interests therefore.
27

28 **WHEREFORE**, Accuracy prays that this Honorable Court:

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

3 2. Enters a judgment against Defendants, and each of them, jointly and severally, for
4 Accuracy's reasonable costs and attorney's fees incurred in the collection of the Outstanding
5 Balance, as well as an award of interest thereon;
6

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

10 4. Adjudge a lien upon the Property for the Outstanding Balance, plus reasonable
11 attorneys fees, costs and interest thereon, and that this Honorable Court enter an Order that the
12 Property, and improvements, such as may be necessary, be sold pursuant to the laws of the State
13 of Nevada, and that the proceeds of said sale be applied to the payment of sums due Accuracy
14 herein; and
15

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

18 Dated this 7 day of April 2009.

19 PEEL BRIMLEY LLP

20 

21 RICHARD L. PEEL, ESQ.

22 Nevada Bar No. 4359

23 MICHAEL J. DAVIDSON, ESQ.

24 Nevada Bar No. 10332

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Attorneys for Accuracy Glass & Mirror
Company, Inc.

EXHIBIT 1
Manhattan West
Spring Valley

County Assessor Parcel Nos.: 163-32-112-001 thru 163-32-112-246,
163-32-101-020, 163-32-101-022 & 163-32-101-023
(formerly known as 163-32-101-019)

Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-001 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-002 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-003 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-004 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-005 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-006 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-007 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-008 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-009 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-010 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-011 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-012 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-013 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 103 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-014 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-015 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 202 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-016 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 203 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-017 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 204 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-018 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 205 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-019 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 206 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-020 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 207 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-021 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 208 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-022 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 209 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-023 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 210 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-024 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-025 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 302 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-026 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 303 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-027 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 304 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-028 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 305 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-029 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 306 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-030 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 307 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-031 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 308 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-032 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 309 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-033 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 310 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-034 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-035 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 402 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-036 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 403 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-037 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 404 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-038 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 405 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-039 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 406 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-040 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 407 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-041 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 408 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-042 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 409 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-043 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 410 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-044 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 501 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-045 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 502 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-046 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 503 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-047 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 504 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-048 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 505 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-049 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 506 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-050 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 507 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-051 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 508 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-052 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 509 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-053 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 510 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-054 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 601 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-055 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 602 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-056 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 604 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-057 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 604 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-058 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 605 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-059 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 606 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-060 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 607 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-061 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 608 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-062 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 609 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-063 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 610 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-064 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 701 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-065 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 702 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-066 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 703 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-067 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 704 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-068 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 705 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-069 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 706 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-070 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 707 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-071 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 708 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-072 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 709 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-073 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 710 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-074 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 801 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-075 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 802 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-076 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 803 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-077 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 804 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-078 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 805 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-079 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 806 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-080 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 807 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-081 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 808 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-082 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 809 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-083 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 810 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-084 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 902 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-085 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 903 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-086 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 904 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-087 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-088 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 12 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-089 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 103 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-090 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 104 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-091 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 105 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-092 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 106 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-093 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 107 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-094 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 108 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-095 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 109 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-096 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 110 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-097 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 111 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-098 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 112 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-099 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 113 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-100 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 114 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-101 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 115 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-102 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 116 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-103 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 117 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-104 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 118 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-105 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 119 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-106 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 120 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-107 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-108 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 202 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-109 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 203 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-110 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 204 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-111 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 205 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-112 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 206 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-113 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 207 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-114 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 208 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-115 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 209 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-116 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 210 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-117 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 211 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-118 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 212 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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