

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Supreme Court Case No. 77320  
*Consolidated with 80508*

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**HELIX ELECTRIC OF NEVADA, LLC,**

Appellant,

v.

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

Respondent.

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**JOINT APPENDIX  
VOLUME 16**

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Eric B. Zimbelman, Esq. (9407)  
**PEEL BRIMLEY LLP**  
3333 E. Serene Avenue, Suite 200  
Henderson, NV 89074-6571  
Telephone: (702) 990-7272  
Facsimile: (702) 990-7273  
[ezimbelman@peelbrimley.com](mailto:ezimbelman@peelbrimley.com)  
*Attorneys for Appellant*  
*Helix Electric of Nevada, LLC*

Mary E. Bacon, Esq. (12686)  
**SPENCER FANE LLP**  
400 S. Fourth Street, Suite 500  
Las Vegas, NV 89101  
Telephone: (702) 408-3411  
Facsimile: (702) 408-3401  
[MBacon@spencerfane.com](mailto:MBacon@spencerfane.com)

John Randall Jefferies, Esq. (3512)  
Christopher H. Byrd, Esq. (1633)  
**FENNERMORE CRAIG, P.C.**  
300 S. Third Street, 14<sup>th</sup> Floor  
Las Vegas, NV 89101  
Telephone: (702) 692-8000  
Facsimile: (702) 692-8099  
[rjefferies@fclaw.com](mailto:rjefferies@fclaw.com)  
[cbyrd@fclaw.com](mailto:cbyrd@fclaw.com)  
*Attorneys for Respondent*

## **CHRONOLOGICAL APPENDIX OF EXHIBITS**

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06-24-09	<b>Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
08-05-09	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
04-26-10	<b>CAMCO and Fidelity's Answer and CAMCO's Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
07-02-10	<b>Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (1) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	<b>JA000055- JA000316</b>	<b>1/2/4/5/6</b>
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09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA000418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

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	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
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	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>11-06-17</b>	<b>Helix Electric of Nevada’s Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
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<sup>1</sup> Filed January 31, 2018

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	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
<b>01-19-18</b>	<b>Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA005282- JA005283</b>	<b>78</b>
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>2</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

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<sup>4</sup> Filed January 31, 201883

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
05-08-18	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412- JA006442	87/88

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Munteer in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006639- JA006916	91/92/93 94/95/96
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943- JA006948	96

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Notice of Entry of Denying APCO Construction’s Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949- JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
	Exhibit 4 – Order Denying <i>En Banc</i> Reconsideration	JA006959- JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964- JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC’s Response to Special Master Questionnaire	JA006977- JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.’s Response to Special Master Questionnaire	JA006981- JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal’s Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006- JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037- JA007060	97



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042- JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff’s Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057- JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion <i>in Limine</i>	JA007060- JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine (against APCO Construction)	JA007070- JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions’ Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079- JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary	JA007085- JA007087	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088- JA007094	97
06-15-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007095- JA007120</b>	<b>97/98</b>
06-15-18	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
06-18-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007190- JA007192</b>	<b>99</b>
06-21-18	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
06-29-18	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
<b>06-29-18</b>	<b>Helix Electric of Nevada, LLC's Reply Re: Motion to Retax</b>	<b>JA007225- JA007237</b>	<b>100</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>07-19-18</b>	<b>Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs</b>	<b>JA007246- JA007261</b>	<b>100</b>
<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>09-28-18</b>	<b>Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>
<b>07-12-19</b>	<b>Order Dismissing Appeal (Case No. 76276)</b>	<b>JA007313- JA007315</b>	<b>101</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
08-06-19	<b>Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	JA007316- JA007331	101
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401- JA007517	102/103

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520- JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524- JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105 /106/107 /108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150- JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168- JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts	JA008323- JA008338	110

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368- JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379- JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008484- JA008504	111

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531- JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552- JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602- JA008621	112



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665- JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10MM – Scott Financial Corporation’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759- JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation’s Motion to Enforce Settlement Agreement and Enter Judgment	JA008762- JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789- JA008798	113

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 16 – Notice of Appeal	JA008799- JA008810	113
<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.’s Counterclaim	JA008925- JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose’s Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966- JA008986	117/118

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)</b>	<b>JA009117- JA009123</b>	<b>119</b>

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	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	Exhibit A – 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.]	JA009137- JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168- JA009182	120

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada’s Motion for Rule 54(b) Certification	JA009183- JA00991	120

## **ALPHABETICAL APPENDIX OF EXHIBITS**

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<b>08-05-09</b>	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88

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		JA006442	
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounter, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>06-06-13</b>	<b>APCO’s Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO’s Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO’s Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO’s Motion for Judgment Against Gemstone Only	JA000055- JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.’s Motion for Attorney’s Fees and Costs; (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC’s	JA009168- JA009182	114



<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183- JA00991	120
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925- JA008947	116/117

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Pacific Construction Company, Inc.'s Counterclaim		
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966- JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119

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06-15-18	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639- JA006916	91/92/93 94/95/96
11-14-17	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in <i>Limine</i> Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
08-21-17	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000393- JA000409</b>	<b>6/7</b>
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
03-08-18	<b>APCO Construction Inc.'s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
11-15-17	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus <i>Motion in Limine</i></b>	<b>JA001133 JA001148</b>	<b>21</b>

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>06-29-18</b>	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	<b>120</b>

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-13-13</b>	<b>Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone</b>	<b>JA000327</b>	<b>6</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>
<b>11-06-17</b>	<b>Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>08-06-19</b>	<b>Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA007316- JA007331</b>	<b>101</b>
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC’s Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC’s Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.’s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of	JA007401- JA007517	102/103

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Nevada, LLC, SWPPP Compliance Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520- JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524- JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105/ 106/107/108 109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109
	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150- JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168- JA008170	109



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008323- JA008338	110
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC’s Motion for Attorney’s Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110

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	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenotec Against APCO	JA008379- JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484- JA008504	111
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531- JA008551	111

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	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008602- JA008621	112
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112

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	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112
	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
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	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
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	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
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<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
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<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
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	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28



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	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA001667	28/9/29
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
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	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
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<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>09-28-18</b>	<b>Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>

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12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1-6	JA001161- JA001169	22
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11-06-17	Peel Brimley Lien Claimants' Motion <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
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	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>09-28-17</b>	<b>Peel Brimley Lien Claimants’ Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000413- JA00418</b>	<b>7</b>
<b>01-09-18</b>	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001552- JA001560</b>	<b>27</b>
<b>06-18-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition</b>	<b>JA007190- JA007192</b>	<b>99</b>

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07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
01-18-18	Stipulation and Order Regarding Trial Exhibit Admitted into Evidence	JA002199- JA002201	36
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	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
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	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
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	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
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	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42



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	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/6 7/ 68/69/70 /71/72 /73/74/75/ 76/77
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>5</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (Admitted)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (Admitted)	JA001981- JA001987	32

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<sup>5</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks <i>(Admitted)</i>	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment <i>(Admitted)</i>	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP <i>(Admitted)</i>	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner <i>(Admitted)</i>	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement <i>(Admitted)</i>	JA002121- JA002146	35

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>8</sup></b>	<b>JA005820- JA005952</b>	81
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>

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<sup>8</sup> Filed January 31, 2018

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1 Johnson, vice president of Helix, on August 20, 2008.  
 2 A. Okay.  
 3 Q. I think I asked you earlier, did the  
 4 subcontractors bill for a period that extended beyond  
 5 the date of their payment application?  
 6 A. Yes.  
 7 Q. And it appears based upon this document that  
 8 that's what happened here, correct?  
 9 A. We left the job August 21st. It's one day.  
 10 Q. No, I understand. But the period of the  
 11 payment application is actually August 31st, 2008?  
 12 A. Um-hum.  
 13 Q. In other words, the entire month of August,  
 14 right?  
 15 A. Um-hum. Could be the way they do their  
 16 books.  
 17 Q. Okay. Well, wouldn't it be that way for all  
 18 subcontractors on the project, they are either being  
 19 asked to bill up to five days before the date of their  
 20 pay app, or they are being asked to estimate their  
 21 completion percentages for a date that may be beyond  
 22 the date of the pay application, right?  
 23 A. Possibly.  
 24 Q. In this case August 31st?  
 25 A. Okay.

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1 Q. Do you believe that's how it worked on this  
 2 project generally?  
 3 A. Yes.  
 4 Q. Are you aware of any payment applications  
 5 from Helix to APCO after this August 20, 2008 payment  
 6 application?  
 7 A. No.  
 8 Q. There's some handwriting on the first page of  
 9 the AIA G702 continuation sheet document, percentage of  
 10 completion document?  
 11 A. Um-hum. Excuse me, these numbers?  
 12 Q. Yes, do you know whose handwriting --  
 13 A. Mine.  
 14 Q. -- this is?  
 15 What were you trying to accomplish by way of  
 16 your annotations?  
 17 A. I told you before that Helix's pay  
 18 application is mirrored on ours. Their line items are  
 19 on ours.  
 20 These numbers here.  
 21 Q. Okay.  
 22 A. The single digit or three digit numbers are  
 23 the line numbers on our pay application.  
 24 Q. So, for example, number 93 with a number next  
 25 to it of 1,750 dollars?

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1 A. Right.  
 2 Q. Means --  
 3 A. On line number 93 of APCO's pay application,  
 4 we billed 750 dollars for Helix. On line number 170,  
 5 we billed 750 dollars.  
 6 Q. So you split up --  
 7 A. Yes.  
 8 Q. -- Helix's line 7 into four different line  
 9 items --  
 10 A. Right.  
 11 Q. -- right?  
 12 A. Yes.  
 13 Q. Help me with my math here, is the total the  
 14 same, the 12,000 dollars?  
 15 A. Um-hum. Should be, um-hum. Yep.  
 16 Q. Okay. You did the same thing with respect to  
 17 Helix's line item number 4 of 7500 dollars, you split  
 18 that up on your line items 90, 167, 580 and 734,  
 19 correct?  
 20 A. Correct.  
 21 Q. Otherwise, where you listed a number 96 next  
 22 to line item number 24 means you carried that full  
 23 amount through on line item --  
 24 A. Uh-huh.  
 25 Q. -- number 95 --

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1 A. Yes.  
 2 Q. -- correct?  
 3 So, again, the numbers that you have written  
 4 were simply your effort to align AP -- sorry, Helix's  
 5 line item numbers with your line items number, correct?  
 6 A. Yes.  
 7 Q. And in some cases you would split up Helix's  
 8 line item numbers into multiple APCO line item numbers?  
 9 A. Yes.  
 10 Q. On essentially an identical form, right?  
 11 A. Yes, sir.  
 12 Q. That then would include all of the  
 13 subcontractor applications that you had?  
 14 A. Yes.  
 15 Q. You would do that process on every payment  
 16 application that you received from Helix, correct?  
 17 A. Yes, sir.  
 18 MR. ZIMBELMAN: All right. Why don't we take  
 19 a short break.  
 20 MR. MOUNTEER: Sounds good.  
 21 MR. ZIMBELMAN: I may be done with this  
 22 witness.  
 23 MR. MOUNTEER: Five minutes. Off the record.  
 24 (Off-record discussion held.)  
 25 (Whereupon, a recess was taken.)

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1 MR. ZIMBELMAN: So off the record we had a  
2 conversation between Mr. Mounteer and myself with  
3 respect to a document that the witness referenced  
4 earlier, a summary document relating to payments, her  
5 calculations and so forth that I was unfamiliar with,  
6 and it turns out the reason I'm unfamiliar with it is  
7 it wasn't produced, I think counsel's office believing  
8 it was work product and therefore not producing.  
9 I understand, Cody, that your office is  
10 trying to pull that document and send it over here so  
11 we can question the witness about it today, or whether  
12 we need to come back another day.  
13 MR. MOUNTEER: That's correct. I just  
14 confirmed with my paralegal all the supporting  
15 documents were produced, but that document he believed  
16 was work product that I had put together as a summary,  
17 some calculations that we had done, so it was  
18 inadvertently not produced. There was no intention  
19 behind it, but we are producing it here today so we can  
20 have the questions taken care of during your  
21 deposition.  
22 MR. ZIMBELMAN: And once we get that  
23 document, give me a chance to review it while other  
24 counsel are questioning, and then I'll continue my  
25 questioning at the conclusion of the other questioning.

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1 (Off-record discussion held.)  
2 EXAMINATION  
3 BY MR. TAYLOR:  
4 Q. Back on the record.  
5 I'm John Taylor. I represent National Wood  
6 Products. We are involved in this related to  
7 CabineTec, so my questions will relate to CabineTec.  
8 A. Can I ask a question?  
9 Q. Sure.  
10 A. How are you related to CabineTec?  
11 Q. We supplied the lumber that they used so --  
12 they didn't pay us for other projects.  
13 A. How about this project?  
14 Q. I'm not exactly sure where they broke down in  
15 their payments to us, but we stepped in their shoes  
16 pursuing this action.  
17 A. Can I ask you another question?  
18 Q. Sure.  
19 A. Why did you not pre-lien the job or call us  
20 and tell us you weren't paid?  
21 Nevada Construction Services is adamant about  
22 suppliers, and if we knew you weren't paid, we would  
23 have made sure that you were paid.  
24 We received out-of-stock material releases  
25 and unconditional releases from CabineTec saying to

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1 us -- telling us that all the material was paid for on  
2 the job, out-of-stock material. Do you know what that  
3 is?  
4 Q. I do.  
5 A. I don't mean to question you.  
6 Q. It's okay.  
7 A. But I just -- sorry.  
8 Q. So first question, I'm going to show you a  
9 document I'm marking Exhibit 56.  
10 (Exhibit 56 marked  
11 for identification.)  
12 BY MR. TAYLOR:  
13 Q. This is a document that's entitled  
14 subcontract agreement with CabineTec. Do you know if  
15 you've ever seen this document before?  
16 A. Yes, sir.  
17 Q. Would you refer to the subcontract agreement  
18 in the course of your duties at APCO?  
19 A. Yes, sir.  
20 Q. How would the subcontract agreement impact  
21 your duties at APCO?  
22 A. First of all, it would tell me what the  
23 contract amount is.  
24 Q. Okay. You're looking now at page 15 of 17?  
25 A. That's correct.

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1 Q. Okay.  
2 A. And the contract amount for this job was  
3 528,790 dollars. And it was for buildings 8 and 9.  
4 Q. Okay.  
5 A. Okay? And also it would -- I would look to  
6 see what the payment terms are. There was nothing that  
7 was -- there were no exceptions made to this contract,  
8 no deletions, cross-outs or anything. So they would  
9 follow all the normal standard procedures.  
10 BY MR. TAYLOR:  
11 Q. Okay. I'm going to show you a document I'm  
12 marking Exhibit 57.  
13 (Exhibit 57 marked  
14 for identification.)  
15 BY MR. TAYLOR:  
16 Q. This is a two-page document. Appears to be a  
17 statement from CabineTec to APCO, dated August 8, 2008.  
18 Do you know if CabineTec submitted any statements of  
19 this same type prior to the August 8, 2008 statement  
20 marked as Exhibit 57?  
21 A. This is the first and only billing I received  
22 from CabineTec.  
23 Q. There is some handwriting on the first page.  
24 Do you recognize that handwriting?  
25 A. Yes, sir, it's mine.

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1 Q. What were you signifying by this handwriting  
2 on the first page?

3 A. These were the line items that were on APCO's  
4 billing where these -- the designated amounts were put  
5 onto my billing. These two totaled the 179,180  
6 dollars.

7 Q. When they were put on the APCO billing to the  
8 owner, were they put on at that full amount, one line  
9 item being 88,545 and the other being 90,635?

10 A. Yes, sir.  
11 (Exhibit 58 marked  
12 for identification.)

13 BY MR. TAYLOR:

14 Q. I'm going to show you a document I'm marking  
15 Exhibit 58. This is another document on CabineTec  
16 letterhead that has a date on it, signature appears to  
17 be dated August 6, 2008. Do you know if you've seen  
18 this document before?

19 A. Yes, sir.

20 Q. Did you receive 58 -- well, do you know when  
21 you received 58 in relation to 57?

22 A. Actually, I believe I received this first and  
23 then that.

24 Q. 57 before 58?

25 A. Yes.

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1 Q. Do you recall why they were sent separately?

2 A. I don't.

3 Q. Did you understand 58 to provide some backup  
4 for 57, or did you understand there would be any  
5 particular relationship between the two?

6 A. The items on 58 are the totals that are on  
7 57.

8 Q. Okay. So I'm going to ask you for like a  
9 specific one.

10 A. Okay.

11 Q. On 58, the top item there, says it relates to  
12 building 8, unit 151; do you see that?

13 A. Unit 152? Oh, you mean on this one?

14 Q. Yes, building 8, unit 151; do you see that?

15 A. Um-hum.

16 Q. If you look on the second page of Exhibit 57,  
17 the fifth line item there is for building 8, unit 151;  
18 do you see that?

19 A. Yes.

20 Q. Okay. On 58, the unit cost for that line is  
21 2,270 dollars; do you see that?

22 A. Um-hum.

23 Q. And that's the same number that is reflected  
24 on the line item on Exhibit 57 for unit 151, building  
25 8, correct?

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1 A. Yes.

2 Q. Now, I look at Exhibit 58, I see there's also  
3 an item on that same line for retention and for install  
4 and delivery; do you see those?

5 A. Um-hum.

6 Q. What is your understanding of what the  
7 retention relates to?

8 A. Per the contract agreement there's ten  
9 percent retention held on all billings submitted to the  
10 owner.

11 Q. Do you have an understanding of what install  
12 and delivery relates to?

13 A. Bringing it to the job and installing it.

14 Q. I mean, is that just based on interpreting  
15 the language here, or do you have a specific knowledge  
16 of what install and delivery is without just looking at  
17 the words on this page?

18 A. I would assume it is what it says.

19 Q. But in doing your work for APCO you didn't  
20 make special notation of install and delivery lines or  
21 columns on --

22 A. APCO's billings?

23 Q. On APCO's billings.

24 A. No.

25 Q. So when you billed it to the owner, you

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1 billed at the entire unit cost, not unit cost less  
2 retention, or less install and delivery or any other  
3 lesser amount; is that right?

4 A. The billing that was presented to the owners  
5 had the unit cost, the total unit cost on the second  
6 page, the G703, of the payment application. On the  
7 first page, it reduced it by a ten percent retention.

8 Q. Okay. That would be ten percent retention,  
9 not ten percent install and delivery?

10 A. That's correct, sir.

11 Q. Did you ever have any interaction with anyone  
12 at CabineTec?

13 A. No.

14 Q. Do you know anyone at APCO that had direct  
15 contact with anyone at CabineTec?

16 A. I'm sure.

17 Q. Who would that be?

18 A. People in the field.

19 Q. Anyone in the office?

20 A. Possibly, but I can't say that for sure.

21 Q. I'm going to show you another document. This  
22 one I'm marking Exhibit 59. This document is entitled  
23 invoice, and it indicates that in the body of it, it  
24 says building 8, unit 151; do you see that reference --

25 A. Yes, sir.

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1 Q. -- in the middle? This also has the same  
2 amount, 2,270 dollars, which we looked at earlier. Do  
3 you know what this invoice -- how this invoice relates  
4 to Exhibits 58 and/or 57?  
5 A. I don't, because I don't know how their  
6 accounting works, but it's the same -- I can assume,  
7 but I don't know their accounting, how it works.  
8 (Exhibit 59 marked  
9 for identification.)  
10 BY MR. TAYLOR:  
11 Q. Okay. Do you know if you've ever seen  
12 Exhibit 59 before?  
13 A. Gosh. This one?  
14 I can't say that for certain. I know I've  
15 seen that and this.  
16 Q. So you're sure you've seen Exhibit 57 and 58,  
17 you're not sure about 59?  
18 A. No. Just redundant of that.  
19 Q. I'm going to show you a document I'm marking  
20 Exhibit 60.  
21 (Exhibit 60 marked  
22 for identification.)  
23 BY MR. TAYLOR:  
24 Q. This document is entitled "Conditional waiver  
25 and release upon final payment." Do you know if you've

Page 74

1 ever seen this document before?  
2 A. Yes.  
3 Q. Do you recall when you saw it?  
4 A. When I received the billings.  
5 Q. Would that be -- you would have received  
6 Exhibit 60 at the same time you received Exhibit 57?  
7 A. Um-hum.  
8 Q. Yes?  
9 A. Yes, sir.  
10 Q. And this one also appears to relate to  
11 building 8, unit 151, correct?  
12 A. Yes.  
13 Q. And it reflects the same 2,270 dollars that  
14 we have been looking at, right?  
15 A. Yes, sir.  
16 Q. And in the ordinary course of handling the  
17 invoicing and the payments, Exhibit 60 would be  
18 provided by CabineTec before CabineTec was actually  
19 paid, correct?  
20 A. Yes, sir.  
21 Q. And then after CabineTec got paid, they would  
22 sign a final waiver; is that right?  
23 A. Unconditional.  
24 Q. Okay. When Exhibit 60 was presented to APCO,  
25 would it have been completed with all of the

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1 handwriting that is shown on Exhibit 60?  
2 A. Yes, sir.  
3 Q. What would APCO do with this conditional  
4 waiver after it received it from CabineTec?  
5 A. This would be submitted to Nevada  
6 Construction Services as proof their material was paid  
7 for because you have to supply material releases, and  
8 also it ties out to the billing and it's a release for  
9 the billing.  
10 Q. This is dated July 31st, 2008. I'm going to  
11 show you another conditional waiver which I'm marking  
12 Exhibit 61.  
13 (Exhibit 61 marked  
14 for identification.)  
15 BY MR. TAYLOR:  
16 Q. This one has a date of August 7, 2008. Do  
17 you know if you've seen this one?  
18 A. These are for the same unit.  
19 Q. Do you know if you've ever seen Exhibit 61  
20 before?  
21 A. I believe this is the one that I saw that I  
22 have.  
23 Q. 61?  
24 A. I believe I have this one.  
25 Q. Exhibit 61?

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1 A. Difficult for me to know without my documents  
2 in front of me.  
3 Q. I understand. When you say I believe I have  
4 this one --  
5 A. 60.  
6 Q. 60?  
7 A. Um-hum.  
8 Q. I note that both of these were produced by  
9 APCO. Do you know if anyone at APCO maintains --  
10 A. Excuse me, these were not produced by APCO.  
11 These were produced by CabineTec, both of these. Oh,  
12 okay.  
13 Oh, in that way. I thought he meant made out  
14 by.  
15 MR. MOUNTEER: Make sure we have a clear  
16 record.  
17 BY MR. TAYLOR:  
18 Q. So the distinction you were making, they  
19 appear to have been created by CabineTec, however they  
20 may have come from APCO's records?  
21 A. Yes. They must have if they are here.  
22 Q. Is there anyone else at APCO that maintains  
23 conditional waiver files other than you?  
24 A. No.  
25 Q. So going back, if you look at Exhibit 58,

Page 77

1 that's the page that looks like this. Okay. Looking  
 2 at Exhibit 58, the top line item there, building 8,  
 3 unit 151, it's your understanding, I gather from your  
 4 prior testimony, that the unit cost of 2,270 dollars  
 5 would be the total billing including the retention,  
 6 correct?  
 7 A. Correct.  
 8 Q. And it's your understanding that the amount  
 9 to be paid at that time would have been the unit cost  
 10 less the retention, correct?  
 11 A. Correct.  
 12 Q. So that would have been -- make sure I get my  
 13 number right here. 2,270 minus 227 dollars, total of  
 14 2,043 dollars, right?  
 15 A. 2,043 dollars.  
 16 Q. So the conditional waiver that is Exhibit 60  
 17 shows the full unit cost, 2,270, that's more than you  
 18 would have believed should be paid at that time,  
 19 correct?  
 20 A. Correct.  
 21 Q. And then Exhibit 61, which shows the 1,816  
 22 dollars, that's less than you would expect to be paid  
 23 on that line item at that time, correct?  
 24 A. Correct.  
 25 Q. Do you have any understanding whether another

Page 78

1 conditional waiver was provided which, in fact, had the  
 2 correct amount, 2,043 dollars on it?  
 3 A. It would have been produced if it was. What  
 4 probably could have happened was Nevada Construction  
 5 Services was the one to pay this billing, because it  
 6 was an August billing. They would have gotten the  
 7 proper release, and I wouldn't have had that.  
 8 (Exhibit 62 marked  
 9 for identification.)  
 10 BY MR. TAYLOR:  
 11 Q. I'm going to show you a document I'm marking  
 12 as Exhibit 62. This is a document that in the upper  
 13 left it says remit to CabineTec, and it also references  
 14 progress payment number 1. Do you know if you've ever  
 15 seen this document before?  
 16 A. Yes.  
 17 Q. There is some handwriting --  
 18 A. Initials. It's mine.  
 19 Q. Is that your initials? Yes?  
 20 I understand your nod of the head, but she  
 21 can't write that down.  
 22 A. I understand this is my document. That's my  
 23 initials.  
 24 Q. Did you prepare this document?  
 25 A. Yes, sir.

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1 Q. On this document, it references the 33  
 2 percent completion for the cabinets in building 8.  
 3 Where did you get the figure 33 percent completion?  
 4 A. The cont -- it automatically calculates this,  
 5 sir. Their contract amount for building 8 is 264,000  
 6 dollars. They billed on this invoice, your Exhibit 57,  
 7 they billed 88,545 dollars on building 8. That is  
 8 basically divided into 264,000 and it gives you 33  
 9 percent.  
 10 Q. Did you do anything to confirm that, in fact,  
 11 they had done one-third of the work?  
 12 A. It's not my job. The owner's discretion.  
 13 Q. So when you prepared Exhibit 62, did you have  
 14 any input from the owner when you put in the 88,545  
 15 dollars for building 8?  
 16 A. At that point I entered it into the system  
 17 because the billing was approved, to my knowledge.  
 18 Q. When you say approved to your knowledge,  
 19 approved by whom?  
 20 A. The owner.  
 21 Q. So you would have sent -- well, let me make  
 22 sure I understand the process.  
 23 CabineTec prepares their bill, correct?  
 24 A. Um-hum.  
 25 Q. Yes?

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1 A. Yes.  
 2 Q. Who would they send it to?  
 3 A. To APCO.  
 4 Q. What does APCO do with it when they receive  
 5 it?  
 6 A. We take the amounts of -- that the  
 7 subcontractor bills us, and we take that amount and we  
 8 put it on our pay application, just as if it was going  
 9 directly to the owner, and then we give it to the owner  
 10 and the owner approves it.  
 11 Q. When you said "pay application" you pointed  
 12 to Exhibit 62. Is Exhibit 62 something that's prepared  
 13 before the owner approves it?  
 14 A. This is my own document.  
 15 Q. And would that have been prepared before the  
 16 owner approved the billing from CabineTec?  
 17 A. Usually not, no. That from this. I would  
 18 enter it into my accountings system.  
 19 Q. Before APCO would have submitted its pay  
 20 application or its applications for payment which  
 21 included the CabineTec bill, would APCO do anything to  
 22 confirm that the amount billed by CabineTec was  
 23 accurate?  
 24 A. The owner would determine that.  
 25 Q. I understand the owner would determine it,

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1 but would APCO also do anything to --

2 A. I don't know. If anything was done, it was

3 in the field. Not my scope.

4 Q. So when the bill comes in from CabineTec, you

5 would just copy those numbers over, assuming that

6 whoever needed to verify, if anyone, had already done

7 that, and it was up to the owner to do whatever

8 verification it wanted, but you personally didn't do

9 any verification?

10 A. That is correct.

11 Q. The only verification that you did was to

12 make sure that the numbers you put on the application

13 to the owner was the same as the number that had been

14 on CabineTec's bill?

15 A. Correct.

16 (Exhibit 63 marked

17 for identification.)

18 BY MR. TAYLOR:

19 Q. I'm going to show you a document I'm marking

20 Exhibit 63. It appears to me to be a copy of a check

21 or information relating to a check that was written.

22 Is that what it appears to be to you as well?

23 A. It's not a copy.

24 Q. Okay. Do you recognize Exhibit 63?

25 A. Yes.

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1 Q. What is it?

2 A. It's when the owner cut joint checks and APCO

3 was not part of the joint check process. We only sign

4 the back of the check. We had the invoice -- we have a

5 payable on our books, and that was how the payable was

6 entered, if you notice the amounts on there.

7 Q. From Exhibit 62?

8 A. Oh, I'm sorry. Okay. Okay.

9 Q. So the payable on Exhibit 62 --

10 A. Right, this payable was entered into our

11 accounting system, so when the -- when the owner issued

12 a joint check and the money did not come into APCO's

13 bank, we had to be able to remove the payable off the

14 books and reduce the receivable by the amount of money

15 that was paid to the individual subcontractors. So it

16 was done via an account, which we called a joint check

17 account. So we would deposit the money as if the money

18 came into our bank, into a joint checking account, and

19 then when we would write a check out of the joint

20 checking account to release the accounts payable off of

21 our books.

22 In doing so, it would create a check like

23 this to remove it, but no check was issued or came out

24 of a bank from APCO. It was a pass-through account.

25 Q. That's because the check was actually written

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1 as the joint check that APCO had merely signed the back

2 of?

3 A. That's correct.

4 Q. Okay. So when you were looking back at

5 Exhibit 62, Exhibit 62 shows a total amount for this

6 estimate of 179,180 dollars. That's the total from the

7 bill from CabineTec, correct?

8 A. Exhibit 57.

9 Q. Okay. And from that, you have indicated a

10 retention of ten percent to be deducted, correct?

11 A. Correct.

12 Q. Leaving a subtotal of 161,262 dollars, right?

13 A. Correct.

14 Q. And that's the same amount as shown on

15 Exhibit 63, correct?

16 A. Correct.

17 (Exhibit 64 marked

18 for identification.)

19 BY MR. TAYLOR:

20 Q. I'm going to now show you Exhibit 64. This

21 appears to me to be two documents photocopied together,

22 one on top of the other. The one on top being an

23 actual joint check; is that correct?

24 A. That's correct.

25 Q. Is that the joint check you were referring to

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1 in your prior answers?

2 A. Yes, sir.

3 Q. This one would have been endorsed on the back

4 and left at Nevada Construction Services; is that

5 right?

6 A. That's correct.

7 Q. As I understand from your testimony earlier,

8 you personally didn't endorse these checks, someone

9 else did?

10 A. That's correct.

11 Q. And then what appears to be photocopied below

12 it is another version of the first page of Exhibit 57,

13 correct?

14 A. Correct.

15 Q. This one, in addition to the handwriting that

16 you've identified on 57, has other handwriting. The

17 first appears to be the word Leo with what would appear

18 to be a phone number behind it. Is that your

19 handwriting?

20 A. No.

21 Q. Do you know whose handwriting it is?

22 A. Nevada Construction Services.

23 Q. Do you know that specifically, that you

24 recognize Nevada Construction Services' handwriting?

25 A. This is their check, and those are their



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1 notes on it. They used to make notes on invoices of  
2 what they gathered, and what they needed.  
3 Q. So you saw similar notations on other items  
4 that were related to Nevada Construction Services; is  
5 that correct?  
6 A. Yes, sir.  
7 Q. The handwriting at the bottom, I can't  
8 interpret what's written before the dollar sign. Do  
9 you understand what that writing before the dollar sign  
10 reflects?  
11 A. No. I'm sorry.  
12 MR. TAYLOR: Okay. I'm going to show you now  
13 a document I'm marking Exhibit 65.  
14 (Exhibit 65 marked  
15 for identification.)  
16 BY MR. TAYLOR:  
17 Q. It appears to be yet another copy of that  
18 page from Exhibit 57 with your handwriting on it. This  
19 one has -- also has additional handwriting, but it's  
20 different than the handwriting on Exhibit 64. Do you  
21 recognize --  
22 A. This is my handwriting, sir.  
23 Q. Okay. First part where it says PP number 1,  
24 does that stand for progress payment number 1?  
25 A. Yes.

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1 Q. Then it has the same calculation of the total  
2 invoice, less ten percent, resulting in a net number,  
3 correct?  
4 A. Correct.  
5 Q. When did you do that calculation?  
6 A. Probably when I received it.  
7 Q. Was it before or after the application was  
8 made to the owner that related to this invoice?  
9 A. I have no idea.  
10 Q. What's the handwriting below that calculation  
11 say?  
12 A. That's vendor. That's their vendor number.  
13 And if you were to look at Exhibit 63, you will see  
14 that next to CabineTec's name, right here, sir, it has  
15 their vendor number. Do you see that number?  
16 Q. I do. 201310 CabineTec.  
17 A. When we enter a payable into our system, we  
18 use a vendor number. So they were a new vendor so I  
19 probably just scratched it on there.  
20 Q. Okay.  
21 A. These were just probably my quick notes when  
22 I got it, but it was a contract. We had a contract  
23 with them and this is the cost code, 6220.  
24 Q. Okay. There's also a stamp on here that says  
25 "posted." Who put that stamp there?

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1 A. Me.  
2 Q. That just confirms that you entered it into  
3 the software at APCO?  
4 A. Correct.  
5 Q. When APCO submitted its billing to the owner  
6 that included the CabineTec charges, did APCO include  
7 anything on that billing to the owner to be paid to  
8 APCO for the CabineTec work above what was going to be  
9 paid to CabineTec?  
10 Do you understand the question? It was a  
11 long one.  
12 MR. MOUNTEER: I don't think I understood the  
13 question, to be honest with you.  
14 A. Yes, I believe I did.  
15 BY MR. TAYLOR:  
16 Q. Okay.  
17 A. On the line item on APCO's billing, just  
18 CabineTec's money was there. We did not mark up your  
19 billing. The amounts that APCO were to be paid were on  
20 APCO's contractor fee lines on that particular invoice,  
21 but it was for all of the work that was done as  
22 supervision. Their billing was not marked up by any  
23 money.  
24 Q. Okay. But the supervision item was  
25 calculated based on a formula that was impacted by the

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1 CabineTec billing, correct?  
2 A. All billings.  
3 Q. Right. So if CabineTec had not been included  
4 on that billing, then the supervision item would have  
5 been smaller; is that correct?  
6 A. Yes, sir, but APCO wasn't paid any  
7 supervision for July or August.  
8 Q. That was going to be my next question. Was  
9 APCO paid any portion of that supervision for the  
10 billing to the owner that included the CabineTec line  
11 items?  
12 A. No.  
13 Q. Do you have an understanding as to when in  
14 the ordinary course CabineTec would have been paid for  
15 the retention?  
16 Had the project continued without  
17 interruption, when would CabineTec have been paid for  
18 the retention?  
19 A. No retention was due to anybody until there  
20 were five conditions. Number one, completion of the  
21 entire project; number two, all the lien releases were  
22 in; number three, even after it was completed, the  
23 owner had to approve all the work and accept everything  
24 that was done; the as-builts had to be in, and then  
25 they would release final payment. No retention was due



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1 until that point. The project was nowhere near done.  
 2 Q. Do you have any understanding as to what  
 3 would happen with the retention if the project was  
 4 abandoned?  
 5 A. It wasn't due anyone. It was not completed.  
 6 That's per the subcontract agreement and the prime  
 7 contract.  
 8 (Exhibit 66 marked  
 9 for identification.)  
 10 BY MR. TAYLOR:  
 11 Q. I'm going to show you a document I'm marking  
 12 Exhibit 66. It is entitled "notice of intent to lien."  
 13 Do you know if you've ever seen that document  
 14 before?  
 15 A. Yes, in reviewing all the documents.  
 16 Q. When you say reviewing all the documents,  
 17 would that have been after the litigation commenced?  
 18 A. It probably came into the office and was  
 19 given to counsel, our counsel when it first all  
 20 happened.  
 21 Q. I'm just asking about your involvement with  
 22 this document. Did it come to your attention before  
 23 the litigation commenced?  
 24 A. I would have no reason to have anything to do  
 25 with it.

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1 Q. So it wasn't part of your scope of duties to  
 2 deal with notices of intent to lien; is that right?  
 3 A. That's correct.  
 4 Q. With that I know the answer to my next  
 5 series, but I will ask them anyway because that's what  
 6 attorneys do.  
 7 (Exhibit 67 marked  
 8 for identification.)  
 9 BY MR. TAYLOR:  
 10 Q. I'm showing you Exhibit 67, which is entitled  
 11 notice of intent to lien.  
 12 Would dealing with a notice of lien be  
 13 something that would be --  
 14 A. It would be the same answer.  
 15 Q. So it's not part of your ordinary duties,  
 16 correct?  
 17 A. That's correct.  
 18 Q. And even though it wasn't part of your  
 19 duties, in addition, you don't recall seeing this  
 20 specific one while you were -- before the litigation;  
 21 is that correct?  
 22 A. That's correct.  
 23 MR. TAYLOR: I would like to take a few  
 24 minute break. I may be done, but we will let the  
 25 cookie work its way through me and I might have another

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1 question or two.  
 2 MR. MOUNTEER: Okay. Let's go off the record  
 3 real quick.  
 4 (Whereupon, a recess was taken.)  
 5 MR. TAYLOR: Back on the record.  
 6 BY MR. TAYLOR:  
 7 Q. Just a few more questions.  
 8 Do you have any information from any source  
 9 that CabineTec did not do all of the work that's billed  
 10 for on Exhibit 57?  
 11 A. No, sir. It was approved by the owner and  
 12 paid by the owner.  
 13 Q. And you don't have any information that would  
 14 suggest to you that CabineTec didn't actually do all  
 15 this work?  
 16 A. Not to my knowledge, no.  
 17 Q. Do you have any information from any source  
 18 that the work that was done by CabineTec and reflected  
 19 on this, Exhibit 57, was substandard in any way?  
 20 A. No, sir.  
 21 MR. TAYLOR: Okay. Nothing further.  
 22 MR. ZIMBELMAN: I want to make this Exhibit  
 23 whatever is next.  
 24 MR. TAYLOR: 68.  
 25 (Exhibit 68 marked

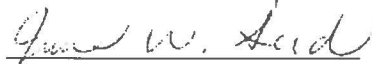
Page 92

1 for identification.)  
 2 FURTHER EXAMINATION  
 3 BY MR. ZIMBELMAN:  
 4 Q. So Exhibit 68, I think we determined off the  
 5 record was the document you referred to earlier that  
 6 you thought had been produced to me but hadn't, that  
 7 was your summary analysis of the billings and payments  
 8 from and to Helix, correct?  
 9 A. Yes.  
 10 Q. And the source of some of the information was  
 11 some of the documents, and you've listed Bates numbers  
 12 for them as well, correct?  
 13 A. Yes.  
 14 Q. So rather than asking you a series of  
 15 inefficient questions, because I haven't had a chance  
 16 to review and digest this information, I'm going to  
 17 reserve my right to ask you further questions on it  
 18 when we reconvene tomorrow. I know at least one other  
 19 subcontractor is intending to question you tomorrow,  
 20 and same bat time, same bat channel, and we'll come  
 21 back and go over it then.  
 22 A. Yes, sir.  
 23 MR. ZIMBELMAN: Ben, I think we are still  
 24 trying to reach you. Take yourself off mute, otherwise  
 25 we are going to end the deposition without you.

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1 MR. MOUNTEER: Ben, we are going to give you  
2 five seconds, otherwise we are going to consider that  
3 you have no questions today. You'll have to ask them  
4 tomorrow.  
5 MR. ZIMBELMAN: Going once, twice, three  
6 times. All right, we are going to close the deposition  
7 today.  
8 ( PROCEEDINGS ADJOURNED AT 12:26 PM )  
9 \* \* \* \*  
10  
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1 CERTIFICATE OF REPORTER  
2 STATE OF NEVADA )  
3 ) ss:  
4 COUNTY OF CLARK )  
5 I, June W. Seid, a Certified Court Reporter  
6 licensed by the State of Nevada, certify: That I  
7 reported the deposition of MARY JO ALLEN, on Tuesday,  
8 July 18, 2017, at 9:19 a.m.;  
9 That prior to being deposed, the witness was  
10 duly sworn by me to testify to the truth. That I  
11 thereafter transcribed my said stenographic notes via  
12 computer-aided transcription into written form, and  
13 that the typewritten transcript is a complete, true and  
14 accurate transcription of my said stenographic notes.  
15 That review of the transcript was requested.  
16 I further certify that I am not a relative,  
17 employee or independent contractor of counsel or of any  
18 of the parties involved in the proceeding; nor a person  
19 financially interested in the proceeding; nor do I have  
20 any other relationship that may reasonably cause my  
21 impartiality to be questioned.  
22 IN WITNESS WHEREOF, I have set my hand in my  
23 office in the County of Clark, State of Nevada, this  
24 28th day of July, 2017.  
25   
JUNE W. SEID, CCR NO. 485

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1 DEPOSITION ERRATA SHEET  
2  
3 Assignment No. J0585157  
4 Case Caption: APCO Construction vs. Gemstone  
5  
6  
7 DECLARATION UNDER PENALTY OF PERJURY  
8  
9 I declare under penalty of perjury that I  
10 have read the entire transcript of my deposition taken  
11 in the captioned matter or the same has been read to  
12 me, and the same is true and accurate, save and except  
13 for changes and/or corrections, if any, as indicated by  
14 me on the DEPOSITION ERRATA SHEET hereof, with the  
15 understanding that I offer these changes as if still  
16 under oath.  
17  
18 Signed on the \_\_\_\_ day of  
19 \_\_\_\_\_, 20\_\_.  
20  
21 \_\_\_\_\_  
22 MARY JO ALLEN  
23  
24  
25

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1 DEPOSITION ERRATA SHEET  
2 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_  
3 \_\_\_\_\_  
4 Reason for change: \_\_\_\_\_  
5 \_\_\_\_\_  
6 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_  
7 \_\_\_\_\_  
8 Reason for change: \_\_\_\_\_  
9 \_\_\_\_\_  
10 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_  
11 \_\_\_\_\_  
12 Reason for change: \_\_\_\_\_  
13 \_\_\_\_\_  
14 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_  
15 \_\_\_\_\_  
16 Reason for change: \_\_\_\_\_  
17 \_\_\_\_\_  
18 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_  
19 \_\_\_\_\_  
20 Reason for change: \_\_\_\_\_  
21 \_\_\_\_\_  
22 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_  
23 \_\_\_\_\_  
24 SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_  
25 MARY JO ALLEN

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

---

**Supreme Court Case No. 77320**  
***Consolidated with 80508***

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**HELIX ELECTRIC OF NEVADA, LLC,**

Appellant,

v.

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

Respondent.

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**JOINT APPENDIX**  
**VOLUME 17**

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Eric B. Zimbelman, Esq. (9407)  
**PEEL BRIMLEY LLP**  
3333 E. Serene Avenue, Suite 200  
Henderson, NV 89074-6571  
Telephone: (702) 990-7272  
Facsimile: (702) 990-7273  
[ezimbelman@peelbrimley.com](mailto:ezimbelman@peelbrimley.com)  
*Attorneys for Appellant*  
*Helix Electric of Nevada, LLC*

Mary E. Bacon, Esq. (12686)  
**SPENCER FANE LLP**  
400 S. Fourth Street, Suite 500  
Las Vegas, NV 89101  
Telephone: (702) 408-3411  
Facsimile: (702) 408-3401  
[MBacon@spencerfane.com](mailto:MBacon@spencerfane.com)

John Randall Jefferies, Esq. (3512)  
Christopher H. Byrd, Esq. (1633)  
**FENNERMORE CRAIG, P.C.**  
300 S. Third Street, 14<sup>th</sup> Floor  
Las Vegas, NV 89101  
Telephone: (702) 692-8000  
Facsimile: (702) 692-8099  
[rjefferies@fclaw.com](mailto:rjefferies@fclaw.com)  
[cbyrd@fclaw.com](mailto:cbyrd@fclaw.com)  
*Attorneys for Respondent*

## **CHRONOLOGICAL APPENDIX OF EXHIBITS**

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
06-24-09	<b>Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
08-05-09	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
04-26-10	<b>CAMCO and Fidelity's Answer and CAMCO's Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
07-02-10	<b>Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (1) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	<b>JA000055- JA000316</b>	<b>1/2/4/5/6</b>
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	<b>JA000317- JA000326</b>	<b>6</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-13-13	Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
08-21-17	APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA000418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>11-06-17</b>	<b>Helix Electric of Nevada’s Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC’s Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen’s Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>11-06-17</b>	<b>APCO Construction, Inc.’s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCF Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.’s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting’s Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
11-14-17	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
11-14-17	<b>Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion in Limine</b>	<b>JA000994- JA001008</b>	<b>20</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine</b>	<b>JA001133 JA001148</b>	<b>21</b>

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>12-29-17</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion in <i>Limine</i> 1-6</b>	<b>JA001161- JA001169</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in <i>Limine</i> 1-4</b>	<b>JA001170- JA001177</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion in <i>Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>01-03-18</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001187- JA001198</b>	<b>22</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court’s Order Granting Peel Brimley Lien Claimants’ Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-09-18	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order</b>	<b>JA001552- JA001560</b>	<b>27</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	<b>Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>		
<b>01-10-18</b>	<b>Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time</b>	<b>JA001561- JA001573</b>	<b>27</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>1</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement ( <i>Admitted</i> )	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ( <i>Admitted</i> )	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ( <i>Admitted</i> )	JA001869- JA001884	30

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<sup>1</sup> Filed January 31, 2018

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone <i>(Admitted)</i>	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) <i>(Admitted)</i>	JA001981- JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ( <i>Admitted</i> )	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ( <i>Admitted</i> )	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ( <i>Admitted</i> )	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ( <i>Admitted</i> )	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ( <i>Admitted</i> )	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ( <i>Admitted</i> )	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
01-18-18	<b>Stipulation and Order Regarding Trial Exhibit Admitted into Evidence</b>	<b>JA002199- JA002201</b>	<b>36</b>
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A



<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
<b>01-19-18</b>	<b>Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA005282- JA005283</b>	<b>78</b>
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>2</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

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<sup>4</sup> Filed January 31, 201883

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
05-08-18	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412- JA006442	87/88

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Munteer in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006639- JA006916	91/92/93 94/95/96
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943- JA006948	96

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Notice of Entry of Denying APCO Construction’s Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949- JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
	Exhibit 4 – Order Denying <i>En Banc</i> Reconsideration	JA006959- JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964- JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC’s Response to Special Master Questionnaire	JA006977- JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.’s Response to Special Master Questionnaire	JA006981- JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal’s Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006- JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037- JA007060	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042- JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff’s Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057- JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion <i>in Limine</i>	JA007060- JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine (against APCO Construction)	JA007070- JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions’ Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079- JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary	JA007085- JA007087	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088- JA007094	97
06-15-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007095- JA007120</b>	<b>97/98</b>
06-15-18	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
06-18-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007190- JA007192</b>	<b>99</b>
06-21-18	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
06-29-18	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
<b>06-29-18</b>	<b>Helix Electric of Nevada, LLC's Reply Re: Motion to Retax</b>	<b>JA007225- JA007237</b>	<b>100</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>07-19-18</b>	<b>Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs</b>	<b>JA007246- JA007261</b>	<b>100</b>
<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>09-28-18</b>	<b>Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>
<b>07-12-19</b>	<b>Order Dismissing Appeal (Case No. 76276)</b>	<b>JA007313- JA007315</b>	<b>101</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
08-06-19	<b>Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	JA007316- JA007331	101
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401- JA007517	102/103

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520- JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524- JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105 /106/107 /108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150- JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168- JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts	JA008323- JA008338	110

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368- JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379- JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008484- JA008504	111

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531- JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552- JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602- JA008621	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665- JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10MM – Scott Financial Corporation’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759- JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation’s Motion to Enforce Settlement Agreement and Enter Judgment	JA008762- JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789- JA008798	113



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 16 – Notice of Appeal	JA008799- JA008810	113
<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.’s Counterclaim	JA008925- JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose’s Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966- JA008986	117/118

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)</b>	<b>JA009117- JA009123</b>	<b>119</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	Exhibit A – 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.]	JA009137- JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168- JA009182	120

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada’s Motion for Rule 54(b) Certification	JA009183- JA00991	120

## **ALPHABETICAL APPENDIX OF EXHIBITS**

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
<b>08-05-09</b>	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88

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		JA006442	
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>06-06-13</b>	<b>APCO’s Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO’s Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO’s Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO’s Motion for Judgment Against Gemstone Only	JA000055- JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.’s Motion for Attorney’s Fees and Costs; (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC’s	JA009168- JA009182	114

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183- JA00991	120
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925- JA008947	116/117



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Pacific Construction Company, Inc.'s Counterclaim		
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966- JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-15-18	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639- JA006916	91/92/93 94/95/96
11-14-17	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
08-21-17	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000393- JA000409</b>	<b>6/7</b>
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
03-08-18	<b>APCO Construction Inc.'s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
11-15-17	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine</b>	<b>JA001133 JA001148</b>	<b>21</b>

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>06-29-18</b>	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	<b>120</b>

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-13-13</b>	<b>Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone</b>	<b>JA000327</b>	<b>6</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>
<b>11-06-17</b>	<b>Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>08-06-19</b>	<b>Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA007316- JA007331</b>	<b>101</b>
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC’s Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC’s Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.’s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of	JA007401- JA007517	102/103

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Nevada, LLC, SWPPP Compliance Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520- JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524- JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105/ 106/107/108 109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109
	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150- JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168- JA008170	109

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008323- JA008338	110
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC’s Motion for Attorney’s Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368- JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenotec Against APCO	JA008379- JA008450	110/111
	Exhibit 10T -WRG Design, Inc.’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction’s Answer to WRG Design Inc.’s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.’s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc’s Counterclaim	JA008484- JA008504	111
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.’s Answer to Camco Pacific Construction Company, Inc.’s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing’s Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction’s Counterclaim	JA008531- JA008551	111



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	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008602- JA008621	112
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112

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	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112
	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759- JA008780	113

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	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789- JA008798	113
	Exhibit 16 – Notice of Appeal	JA008799- JA008810	113
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<b>06-21-18</b>	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
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	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
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	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
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	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
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	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
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	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC’s Reply to APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-</b>	<b>JA009117- JA009123</b>	<b>119</b>

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<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
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	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
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	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
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	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

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	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA001667	28/9/29
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
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	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
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<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
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<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>09-28-18</b>	<b>Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>

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12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1-6	JA001161- JA001169	22
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11-06-17	Peel Brimley Lien Claimants' Motion <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
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	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA000489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
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<b>09-28-17</b>	<b>Peel Brimley Lien Claimants’ Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000413- JA000418</b>	<b>7</b>
<b>01-09-18</b>	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001552- JA001560</b>	<b>27</b>
<b>06-18-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition</b>	<b>JA007190- JA007192</b>	<b>99</b>

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07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
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	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	<b>APCO TRIAL EXHIBITS:</b>		
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	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
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	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
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	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
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	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
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	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
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	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/6 7/ 68/69/70 /71/72 /73/74/75/ 76/77
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>5</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (Admitted)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (Admitted)	JA001981- JA001987	32

<sup>5</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks <i>(Admitted)</i>	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment <i>(Admitted)</i>	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP <i>(Admitted)</i>	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner <i>(Admitted)</i>	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement <i>(Admitted)</i>	JA002121- JA002146	35

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>8</sup></b>	<b>JA005820- JA005952</b>	81
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>

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<sup>8</sup> Filed January 31, 2018

1	DEPOSITION ERRATA SHEET
2	Page No. _____ Line No. _____ Change to: _____
3	_____
4	Reason for change: _____
5	_____
6	Page No. _____ Line No. _____ Change to: _____
7	_____
8	Reason for change: _____
9	_____
10	Page No. _____ Line No. _____ Change to: _____
11	_____
12	Reason for change: _____
13	_____
14	Page No. _____ Line No. _____ Change to: _____
15	_____
16	Reason for change: _____
17	_____
18	Page No. _____ Line No. _____ Change to: _____
19	_____
20	Reason for change: _____
21	_____
22	Page No. _____ Line No. _____ Change to: _____
23	_____
24	SIGNATURE _____ DATE: _____
25	MARY JO ALLEN



**ESQUIRE**  
DEPOSITION SOLUTIONS

**JA000966**



# **EXHIBIT 2**

# HELIX ELECTRIC

## MANHATTAN WEST BILLING / PAYMENT STATUS

EXHIBIT A	Original Contract Amount for Phase I & Phase II (HELIX00919)	13,230,000.00	
EXHIBIT A	Original Contract Field Work Amount Phase 1 Portion (HELIX00889)	5,382,500.00	
	Original Contract GC's Amount Phase 1 Portion (HELIX00889)	172,500.00	
	Contract Amount Phase 1 (HELIX00889)		5,555,000.00
EXHIBIT B	Net Contract Billings to APCO thru 08/22/08 (Billed 89% Complete) (HELIX00382)	4,425,502.50	
EXHIBIT B	Net Change Order Billings to APCO thru 08/22/08 (HELIX00383)	192,583.90	
EXHIBIT B	Net Extra Work Order Tickets Billed to APCO thru 08/22/08	0.00	
EXHIBIT B	Total Net Billed to APCO thru 08/22/08 (Paid to Helix on 10/27/08)		4,618,086.40
EXHIBIT C	Net Contract Amount Approved by Owner thru August 2008	4,425,502.00	
EXHIBIT C	Net Change Order Amount Approved by Owner thru August 2008	200,684.11	
EXHIBIT C	Net Amount Approved by Owner thru August 2008	4,626,186.11	
EXHIBIT C	Total Net Payments to Helix Electric thru August 2008 Billings (HELIX00985)	4,626,186.11	
	Balance		0.00
	NOTE: The Owner Approved & Paid Helix \$8,100 More than Helix Billed APCO for Aug. 2008		

### EXHIBIT D Miscellaneous Supporting Documents

#### HELIX OVERPAYMENT FOR GENERAL CONDITIONS & LIGHT FIXTURE INSTALLATION AS OF AUGUST 2008

Helix's General Conditions Total for Phase I (Per HELIX00889)	172,500.00	
Net Percentage of GC's That Should Have Been Billed By Helix Is 89% To Match Its Billed To Date Invoice Thru August 2008	153,525.00	
Helix Billed APCO & Was Paid A Net Amount for the Phase I GC's Thru Aug 2008 (HELIX00379) Lines 1 thru Line 7 (\$429,325 x 90%)	(386,392.50)	
Helix Was Over Paid For The General Conditions Thru August 2008		(232,867.50)
Helix Overpayment for Labor to Install Light Fixtures		(181,785.00)
Helix Overpayments Without Change Orders Thru August 2008		(414,652.50)

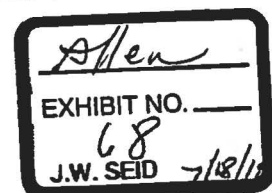
#### HELIX CONTINUED TO WORK AT MANHATTAN WEST THRU COMPLETION

Monies Helix Received from APCO for Manhattan West (Oct. 2007-Aug. 2008) (HELIX00985)	4,626,186.11
Monies Helix Received from Camco for Manhattan West (Sept. 2008) (HELIX00919)	175,778.80
Monies Helix Received from Martin Harris for Contract 5 (May 2014-Aug. 2015) (MHC 3462)	883,500.00
Monies Helix Received from Martin Harris for Contract 6 (May 2014-Aug. 2015) (MHC 3407)	633,125.00

Total Helix Received for the Manhattan West 6,318,589.91

\*Unconditional Progress Releases from All Suppliers thru 09/30/08 see EXHIBIT C

\*All Previously Stored Materials were Installed and Paid to Helix thru Helix Aug. 2008 Billing see EXHIBIT B



JA000968

# HELIX ELECTRIC

## MATERIAL STORED BILLING STATUS

### MANHATTAN WEST

PERIOD: AUGUST 2008

HELIX LINE NUMBER	PREVIOUSLY BILLED MATERIAL STORED	MATERIAL STORED THIS PERIOD	MATERIAL REMOVED FROM STORAGE & INSTALLED THIS PERIOD	ACCUMULATIVE TOTAL OF MATERIAL STORED TO DATE
23	\$ 26,000.00		\$ 26,000.00	\$ -
24	\$ 15,000.00		\$ 15,000.00	\$ -
34	\$ 26,000.00		\$ 26,000.00	\$ -
35	\$ 15,000.00		\$ 15,000.00	\$ -
87	\$ 48,250.00		\$ 48,250.00	\$ -
88	\$ 38,000.00		\$ 38,000.00	\$ -
93	\$ 20,000.00		\$ 20,000.00	\$ -
95	\$ 20,000.00		\$ 20,000.00	\$ -
97	\$ 20,000.00		\$ 20,000.00	\$ -
99	\$ 20,000.00		\$ 20,000.00	\$ -
102	\$ 20,000.00		\$ 20,000.00	\$ -
103	\$ 20,000.00		\$ 20,000.00	\$ -
105	\$ 20,000.00		\$ 20,000.00	\$ -
107	\$ 20,000.00		\$ 20,000.00	\$ -
109	\$ 20,000.00		\$ 20,000.00	\$ -
112	\$ 39,500.00		\$ 39,500.00	\$ -
113	\$ 63,000.00		\$ 63,000.00	\$ -
117	\$ 7,500.00		\$ 7,500.00	\$ -
119	\$ 7,500.00		\$ 7,500.00	\$ -
121	\$ 7,500.00		\$ 7,500.00	\$ -
123	\$ 7,500.00		\$ 7,500.00	\$ -
126	\$ 39,500.00		\$ 39,500.00	\$ -
127	\$ 68,000.00		\$ 68,000.00	\$ -
131	\$ 7,500.00		\$ 7,500.00	\$ -
133	\$ 7,500.00		\$ 7,500.00	\$ -
135	\$ 7,500.00		\$ 7,500.00	\$ -
137	\$ 7,500.00		\$ 7,500.00	\$ -
<b>TOTALS</b>	<b>\$ 618,250.00</b>	<b>\$ -</b>	<b>\$ 618,250.00</b>	<b>\$ -</b>

	HELIX LINE NUMBER	HELIX SOV FOR LINE	LABOR PORTION OF LIGHT FIXTURE PKG.	MATERIAL PORTION OF LIGHT FIXTURE PKG.	AMT. PAID TO HELIX
Bldg #2	23	\$ 65,500.00	\$ 39,500.00	\$ 26,000.00	\$ 53,055.00
Bldg #3	34	\$ 65,500.00	\$ 39,500.00	\$ 26,000.00	\$ 53,055.00
Bldg #7	87	\$ 141,000.00	\$ 92,750.00	\$ 48,250.00	\$ 83,025.00
Bldg #8	112	\$ 106,000.00	\$ 66,500.00	\$ 39,500.00	\$ 85,950.00
Bldg #9	126	\$ 106,000.00	\$ 66,500.00	\$ 39,500.00	\$ 85,950.00
		<b>\$ 484,000.00</b>	<b>\$ 304,750.00</b>	<b>\$ 179,250.00</b>	<b>\$ 361,035.00</b>

Total Materials Portion of Light Fixture Pkg for Lines 23, 34, 87, 112 & 126	179,250.00
Total Labor Portion to Install Light Fixture Pkg for Lines 23, 34, 87, 112 & 126	304,750.00
	484,000.00

Total Paid to Helix for Lines 23, 34, 87, 112 & 126	361,035.00
Less Amount Paid to Helix for Materials for Lines 23, 34, 87, 112 & 126	(179,250.00)

Labor Paid to Helix but Not Performed Thru August 2008 (OVERPAYMENT) For Light Fixture Installation	181,785.00
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# EXHIBIT 3

<div>Page 1</div> <div>DISTRICT COURT CLARK COUNTY, NEVADA</div> <div>APCO CONSTRUCTION, a Nevada corporation,</div> <div>Plaintiff,</div> <div>vs.</div> <div>CASE NO. A571228 DEPT. NO. XIII</div> <div>GEMSTONE DEVELOPMENT WEST, INC., a Nevada corporation; NEVADA CONSTRUCTION SERVICES, a Nevada corporation; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; COMMONWEALTH LAND TITLE INSURANCE COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY and DOES I through X,</div> <div>Defendants.</div> <div>AND ALL RELATED MATTERS.</div> <div>THE DEPOSITION OF ANDREW RIVERA 30(b)(6) witness on behalf of Helix Electric of Nevada, LLC Tuesday, July 20, 2017 9:18 a.m. 2300 West Sahara Avenue, Suite 770 Las Vegas, Nevada June W. Seid, CCR No. 485</div>	<div>Page 3</div> <div>I N D E X</div> <div>Witness</div> <div>ANDREW RIVERA</div> <div>By Mr. Mounteer</div> <div>By Mr. Zimbelman</div> <div>By Mr. Mounteer</div> <div>By Mr. Zimbelman</div> <div>By Mr. Mounteer</div> <div>E X H I B I T S</div> <div>Exhibit No.</div> <div>Description</div> <div>Page</div> <div>Rivera</div> <div>89</div> <div>Amended notice of taking NRCP Rule 30(b)(6) deposition of person most knowledgeable for Helix Electric of Nevada, LLC</div> <div>6</div> <div>90</div> <div>Subcontract agreement between APCO Construction and Helix Electric, APCO 103631 through 103656</div> <div>16</div> <div>91</div> <div>Document Outstanding AP, HELIX00001 through 00007</div> <div>25</div> <div>92</div> <div>Correspondence from Gemstone Development to Helix Electric, September 4, 2009, HELIX00894 through 878</div> <div>40</div> <div>93</div> <div>Helix Electric Exhibit to the standard subcontract agreement between Camco Pacific Construction Company and Helix Electric, HELIX00882 through 892</div> <div>42</div> <div>94</div> <div>Amended Notice of Lien, APCO 103562 through 103576</div> <div>44</div>
<div>Page 2</div> <div>APPEARANCES OF COUNSEL</div> <div>For Plaintiff:</div> <div>CODY S. MOUNTEER, ESQ. Marquis Aurbach &amp; Coffing 10001 Park Run Drive Las Vegas, Nevada 89145 702.382.0711 702.207.6072 Fax cmounteer@maclaw.com</div> <div>For Helix Electrical of Nevada, LLC:</div> <div>ERIC B. ZIMBELMAN, ESQ. Peel Brimley, LLP 3333 East Serene Avenue Suite 200 Henderson, Nevada 89074 702.990.7272 702.990.7273 Fax ezimbelman@peelbrimley.com</div> <div>Also Present:</div> <div>JOE PELAN</div> <div>*****</div>	<div>Page 4</div> <div>E X H I B I T S</div> <div>Exhibit No.</div> <div>Description</div> <div>Page</div> <div>Rivera</div> <div>95</div> <div>Application and certificate for payment to APCO Construction from Helix Electric, HELIX00378 through 383</div> <div>49</div> <div>96</div> <div>E-mail from Craig Colligan to Andrew Rivera, et al., August 12, 2008, NVPE000247 through 248</div> <div>54</div> <div>97</div> <div>Notice to All ManhattanWest Subcontractors fro APCO Construction, James Barker, Esq., HELIX00465 through 466</div> <div>57</div> <div>98</div> <div>E-mail from Jill Gisondo to multiple parties, August 28, 2008, NVPE000254</div> <div>59</div> <div>99</div> <div>Exhibit 50 with added handwritten notations by witness Rivera, HELIX00400</div> <div>67</div>

<p style="text-align: right;">Page 5</p> <p>1 Deposition of ANDREW RIVERA 2 July 20, 2017 3 (Prior to the commencement of the deposition, all 4 of the parties present agreed to waive the statements 5 by the court reporter pursuant to Rule 30(b)(4) of the 6 Nevada Rules of Civil Procedure.) 7 8 Thereupon-- 9 ANDREW RIVERA, 10 was called as a witness, and having been first duly 11 sworn, was examined and testified as follows: 12 EXAMINATION 13 BY MR. MOUNTEER: 14 Q. Good morning, Andy. 15 A. Good morning. 16 Q. Can you please state and spell your name for 17 the record. 18 A. Andrew Rivera, A-n-d-r-e-w R-i-v-e-r-a. 19 Q. You understand today you've been designated 20 as what we call a 30(b)(6), a person most knowledgeable 21 for Helix, correct? 22 A. Correct. 23 Q. You've been deposed as a 30(b)(6) before? 24 A. Yes. 25 MR. MOUNTEER: In anticipation of the</p>	<p style="text-align: right;">Page 7</p> <p>1 A. Yes. 2 Q. So it's been a little bit of time. I'm going 3 to quickly run through some of the admonitions, rules 4 of the deposition. You're doing a very good job 5 already. One is please allow me to finish my question 6 before you speak; that gives us a very clean record. 7 Also the court reporter won't be kicking us under the 8 table. 9 Second, you're sworn in today. This is the 10 same testimony as if you were literally sitting in a 11 court of law. So it is binding not only on the 12 company, but it is sworn. 13 If I ask you a question and you don't know 14 the answer, it's okay to say I don't know the answer. 15 I don't want you to guess. If you can provide me with 16 an estimate, that's fine. 17 I'm going to give you an example of this. 18 I'm sure you could probably estimate the length of this 19 table being in construction, correct? 20 A. Correct. 21 Q. Now, if I asked you to estimate the length of 22 my kitchen table in my house, you know what a kitchen 23 table looks like, but they come in all shapes and 24 sizes. Without seeing it you couldn't give me an 25 estimate of it, right?</p>
<p style="text-align: right;">Page 6</p> <p>1 deposition, I want to show you the notice. We'll mark 2 that as the next exhibit. 3 (Exhibit 89 marked 4 for identification.) 5 BY MR. MOUNTEER: 6 Q. Have you ever seen this document before? 7 A. Yes. 8 Q. Could you turn for me to page 3, under the 9 topics. Have you had a chance to read and understand 10 what those topics are? 11 A. Yes. 12 Q. And you're prepared to testify as to those 13 topics today? 14 A. Yes. 15 Q. You understand that if I use the word or 16 vernacular "you," I'm actually meaning Helix, your 17 answers will be binding on Helix the company, not 18 necessarily yourself? 19 A. Correct. 20 Q. Just moving along, you said you've been 21 deposed before. Is that in your capacity as a 30(b)(6) 22 for Helix or was it for other corporations? 23 A. I was having a hard time remembering. I 24 believe it was for Helix, twelve, fourteen years ago. 25 Q. Was that the last time you were deposed?</p>	<p style="text-align: right;">Page 8</p> <p>1 A. Yes. 2 Q. That's the difference between an estimate and 3 a guess. 4 Have you consumed any prescription 5 medications, alcohol, anything that would keep you from 6 giving your best testimony here today? 7 A. No. 8 Q. Do you think there's anyone other than 9 yourself on behalf of Helix that would be more 10 knowledgeable about the topics that were noticed in 11 Exhibit 89 that I provided to you? 12 A. No. 13 Q. Did you speak with anyone outside of your 14 counsel in preparation for your deposition today? 15 A. No. 16 Q. Did you review any documents for your 17 deposition? 18 A. Yes. 19 Q. What documents were they? 20 A. Exhibit 89, and some billing forms just to 21 get reacquainted with the project. 22 Q. Now, when you say "billing forms," because 23 this case, and as my client sitting right beside me 24 notes very well, has millions of pages of documents. 25 Did you review anything other than just billing forms,</p>

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1 at least as they pertain to Helix?

2 A. A table was provided showing some numbers. I

3 believe that was provided at APCO's previous

4 deposition.

5 Q. On that sheet which we will look at a little

6 bit later, there were some Bates numbers on there. Did

7 you get a chance to look at every single one of those

8 noticed Bates numbers?

9 A. Depending on the document, yes.

10 Q. Did you go back through any pay applications

11 or anything else?

12 A. The final pay app.

13 Q. You didn't look at pay apps 1 through 10?

14 A. Looked at the history to make sure the

15 billings and the payments matched.

16 Q. Who is your current employer?

17 A. Helix Electric.

18 Q. How long have you been with them?

19 A. Sixteen years.

20 Q. What is your current position with them?

21 A. Project manager.

22 Q. Were you the project manager on the

23 ManhattanWest project?

24 A. Correct.

25 Q. Were there any other project managers out

Page 10

1 there?

2 A. No, sir.

3 Q. Helix, are they licensed to do business in

4 Nevada?

5 A. Yes.

6 Q. Nevada state contractor's license?

7 A. Yes.

8 Q. Any other states?

9 A. Yes.

10 Q. What other states are they licensed to do

11 business in?

12 A. California, Arizona, New Mexico, Texas,

13 Virginia and probably a couple other states back on the

14 east coast that I would have to research.

15 Q. No worries. Let's just jump right in, get

16 past all the pleasantries.

17 What's your understanding of Helix's

18 understanding of who the owner of the project was?

19 A. Gemstone Development.

20 Q. And who acted as a general contractor for the

21 project?

22 A. APCO Construction.

23 Q. Did that change throughout the project?

24 A. Yes.

25 Q. And who took over from APCO?

Page 11

1 A. CAMCO Pacific.

2 Q. Do you know what date that occurred?

3 A. Not exactly.

4 Q. Well, can you give me an estimate?

5 A. August of '08. August, September.

6 Q. You said CAMCO took over. How long was CAMCO

7 on the project?

8 A. Three months, to my best recollection.

9 Q. Helix provided work under CAMCO?

10 A. Yes.

11 Q. At that point did the project ever shut down?

12 A. Yes.

13 Q. Did Helix ever go back and finish the

14 project?

15 A. Not ManhattanWest, no.

16 Q. The project not under ManhattanWest, but I

17 think it is now called Gramercy, the building itself?

18 A. Yes.

19 Q. Did Helix go back and finish building the

20 specific property?

21 A. Yes.

22 Q. Who did they do that under?

23 A. Martin-Harris Construction.

24 Q. Helix had a contract with each one of those

25 general contractors throughout the time?

Page 12

1 A. Yes.

2 Q. You were the project manager, so I'm clear,

3 from literally day one of the project through end of

4 the project. And when I say the project right now, I'm

5 only going to specifically talk about from the time of

6 CAMCO and the project was shut down.

7 A. Correct.

8 Q. I'm not talking about Martin-Harris stuff.

9 We will get to that later.

10 How many times a week would you visit the

11 project?

12 A. Two to three times a week.

13 Q. What would your work entail when you would

14 arrive on site?

15 A. To meet with my superintendent and evaluate

16 progress.

17 Q. Who was your superintendent?

18 A. Duane Garrison.

19 Q. What was Duane's scope of work on the

20 project?

21 A. He supervised labor, overall labor.

22 Q. How many laborers were typically working on

23 the project for Helix?

24 A. It varied. I would have to go back and look

25 at reports. One to twenty on any given week.

Page 13

1 Q. Who controlled the actual on-site progress;  
2 was that your supervisor -- I mean your superintendent,  
3 or was it yourself?  
4 A. Superintendent.  
5 Q. Are you aware of the specific allegations  
6 that Helix has made against APCO in this matter?  
7 A. General, yes.  
8 Q. What is your understanding of that?  
9 A. Outstanding monies owed to Helix.  
10 Q. When you say outstanding monies owed to  
11 Helix, how much would that value be?  
12 A. Half a million dollars.  
13 Q. Where does that 500,000 dollars come from?  
14 A. APCO.  
15 Q. I guess I need to clarify the question. I'm  
16 trying to get through a little bit quicker so we can  
17 dive into the documents. 500,000 dollars -- during  
18 this process, APCO would provide pay applications,  
19 correct?  
20 A. Correct.  
21 Q. Explain to me the pay application process.  
22 A. We would submit progress billing at the end  
23 of the month, for work performed that month.  
24 Q. So basically on a monthly basis? Sorry, I  
25 didn't mean to cut you off.

Page 14

1 A. Monthly progress billings, yes.  
2 Q. How would you determine what would be  
3 included in the progress billing?  
4 A. Percent of completion.  
5 Q. Who made that determination?  
6 A. We would submit what we felt was complete.  
7 So Helix did.  
8 Q. Just so I'm clear, at the very beginning,  
9 Helix works for 30 days. At the end of the 30 days,  
10 was it you or was it the superintendent that would  
11 basically say, okay, we have completed -- and when I  
12 say we have completed, this percentage was a percentage  
13 of the overall contract, right?  
14 A. Overall per building, correct.  
15 Q. Per building. So who would come up with a  
16 number, say 25 percent of our work is done?  
17 A. I would.  
18 Q. So you would do that?  
19 A. Yes.  
20 Q. And you would put that on the application  
21 form?  
22 A. Yes.  
23 Q. What would you do with that application form?  
24 A. Submit it to APCO for processing.  
25 Q. Do you know what APCO did with that form?

Page 15

1 A. No.  
2 Q. Is it your understanding that APCO would turn  
3 that form over to the owner?  
4 A. Yes.  
5 Q. Once it was turned over to the owner, who --  
6 we will ask it this way. Whose responsibility was it  
7 to verify your percentage of work done?  
8 A. APCO and the owner, I would assume it would  
9 be a joint effort.  
10 Q. Was there ever construction control in this  
11 case too, in this project?  
12 A. Would you define "construction control"?  
13 Q. A construction service that would control  
14 payments, cut checks?  
15 A. Yes. Towards the end of the project, yes.  
16 Q. Do you know who that was?  
17 A. Yes. NCS, I think, yeah.  
18 Q. What is Helix's understanding of NCS's  
19 involvement?  
20 A. That, I do not know exactly how that worked.  
21 Q. Did Helix ever receive any checks directly  
22 from NCS?  
23 A. I believe we did.  
24 Q. So you said they came in kind of late in the  
25 project. In the beginning of the project who was

Page 16

1 cutting checks to Helix?  
2 A. I believe it was APCO.  
3 Q. APCO directly?  
4 A. I believe, yes. From my recollection, I  
5 believe it was APCO, yes.  
6 Q. And then later on checks started coming from  
7 NCS?  
8 A. I believe they were a joint check from NCS to  
9 APCO Helix.  
10 Q. Were you involved in the bidding of the  
11 project?  
12 A. No.  
13 Q. Who bids the projects for Helix?  
14 A. Estimating department.  
15 Q. So you have a whole separate --  
16 A. Separate estimating, correct.  
17 Q. Were you involved in any of the contract  
18 negotiations for Helix?  
19 A. Just the -- just to verify scope.  
20 Q. So the actual like general conditions of the  
21 contract, the subcontractor agreement, you don't have  
22 any involvement with what language is in there or  
23 anything like that?  
24 A. No, correct. Correct.  
25 (Exhibit 90 marked



<p style="text-align: right;">Page 17</p> <p>1 for identification.)</p> <p>2 BY MR. MOUNTEER:</p> <p>3 Q. All right, Andy, we have handed you what has</p> <p>4 been marked as Exhibit 90. Can you quickly look</p> <p>5 through this document and tell me if you've ever seen</p> <p>6 this before?</p> <p>7 A. Yes, looks like a subcontract agreement that</p> <p>8 we have used in the past.</p> <p>9 Q. Does it appear to be a true and accurate</p> <p>10 subcontract agreement --</p> <p>11 A. Yes.</p> <p>12 Q. -- for the ManhattanWest project?</p> <p>13 A. Yes.</p> <p>14 Q. Let's turn to page, I think it's on 15,</p> <p>15 actually, on this contract. Turn to page 15. Do you</p> <p>16 recognize the signature there at the end of the</p> <p>17 contract?</p> <p>18 A. Yes.</p> <p>19 Q. And whose signature is that?</p> <p>20 A. Victor Fuchs.</p> <p>21 Q. What was Victor's role in Helix?</p> <p>22 A. Owner of Helix Electric Nevada.</p> <p>23 Q. Do you recognize the other signature from</p> <p>24 APCO?</p> <p>25 A. I believe so.</p>	<p style="text-align: right;">Page 19</p> <p>1 Helix has asserted that APCO has breached the contract.</p> <p>2 I think we talked about earlier Helix was saying that</p> <p>3 APCO's owed 500,000 dollars?</p> <p>4 A. Yes.</p> <p>5 Q. Can you please direct me to the specific</p> <p>6 clauses in this contract that Helix claims APCO has</p> <p>7 specifically breached?</p> <p>8 A. I would have to research it because I'm not</p> <p>9 involved in that. That's vice president type stuff</p> <p>10 when we come to an issue like this.</p> <p>11 Q. So you're not familiar or ready to testify</p> <p>12 today pursuant to the contract?</p> <p>13 A. If you want to give me some time I can find</p> <p>14 it.</p> <p>15 Q. We have got a few moments.</p> <p>16 A. I'm sorry.</p> <p>17 MR. ZIMBELMAN: Are you expecting him to have</p> <p>18 perfect knowledge of the dollars that were billed and</p> <p>19 paid without reference to any documents or exhibits</p> <p>20 that have already been produced and made exhibits to</p> <p>21 the deposition?</p> <p>22 MR. MOUNTEER: No.</p> <p>23 MR. ZIMBELMAN: Because it sounds like that's</p> <p>24 what your asking him --</p> <p>25 MR. MOUNTEER: No, that's not what I'm</p>
<p style="text-align: right;">Page 18</p> <p>1 Q. Randy Nickerl, I'll make that representation.</p> <p>2 A. Um-hum.</p> <p>3 Q. Did you ever work with Randy Nickerl on the</p> <p>4 project?</p> <p>5 A. I do not recall. Most likely.</p> <p>6 Q. So you said earlier this appeared to be a</p> <p>7 typical contract that Helix uses. I want to draw your</p> <p>8 attention to just past the signature page that we were</p> <p>9 looking at. It's Bates stamped APCO 103646; do you see</p> <p>10 that?</p> <p>11 A. Yes.</p> <p>12 Q. It appears to be an exhibit or an attachment</p> <p>13 drafting amendments to the contract language in the</p> <p>14 first part of the contract; is that an accurate</p> <p>15 representation of that?</p> <p>16 A. Correct.</p> <p>17 Q. Did you do any of these initials or marks on</p> <p>18 this document?</p> <p>19 A. No.</p> <p>20 Q. Do you know who did?</p> <p>21 A. Be most likely Bob Johnson, vice president.</p> <p>22 Q. Does Bob Johnson typically negotiate</p> <p>23 contracts like this?</p> <p>24 A. Yes.</p> <p>25 Q. So in this action I'll represent to you that</p>	<p style="text-align: right;">Page 20</p> <p>1 asking.</p> <p>2 MR. ZIMBELMAN: Let me finish my objection.</p> <p>3 And you're trying to make the witness sound</p> <p>4 as if he doesn't know or isn't prepared to be the PMK.</p> <p>5 He is prepared. If you put a document in front of him,</p> <p>6 I'm sure he would be able to answer your question.</p> <p>7 BY MR. MOUNTEER:</p> <p>8 Q. Let me make it clear, I'm not asking about a</p> <p>9 dollar amount, because in Exhibit 90, the contract I've</p> <p>10 handed the witness, there's no dollar amount in here</p> <p>11 regarding the 500,000 dollars. We will get into that</p> <p>12 later.</p> <p>13 I'm asking the specific clauses in this</p> <p>14 contract, what is Helix's position that APCO breached?</p> <p>15 Is there specific language in the contract that</p> <p>16 Helix --</p> <p>17 MR. ZIMBELMAN: You want him to review the</p> <p>18 entire length of the contract and answer that question</p> <p>19 for you? Let's go off the record for an hour, and he</p> <p>20 will come back and he'll answer that question for you.</p> <p>21 MR. MOUNTEER: I mean if that's what we have</p> <p>22 got to do.</p> <p>23 MR. ZIMBELMAN: Other than payment, Cody,</p> <p>24 which we have answered by way of discovery responses,</p> <p>25 what are you referring to? What are you trying to get</p>

Page 21

1 at?

2 MR. MOUNTEER: Is it Helix's position that

3 there's no language in this contract that we breached?

4 MR. ZIMBELMAN: As in paying Helix the money

5 it's due?

6 MR. MOUNTEER: Sure.

7 MR. ZIMBELMAN: Other than that?

8 Go ahead and ask him if he knows what other

9 contract language has been breached. You're asking him

10 a legal question. I'll object on that basis as well.

11 MR. MOUNTEER: I'm not asking for a legal

12 opinion. I'm saying Helix has asserted a cause of

13 action that APCO has breached this contract, this

14 language. Now, if this is strictly a payment issue

15 here, I think under the contract it looks like there's

16 a pretty short chapter -- I mean section that would

17 cover that type of payment language.

18 I think we have a right to know today from

19 Helix, from the person most knowledgeable, this

20 contract language, what language did we breach.

21 MR. ZIMBELMAN: Well, ask the witness, he

22 will give you his best answer.

23 A. Okay. So article 3, contract price and

24 payments, we submitted billings that we need to be paid

25 on, and we didn't get paid on.

Page 22

1 BY MR. MOUNTEER:

2 Q. Is there any specific section of article 3 or

3 are you just asserting all article 3?

4 MR. ZIMBELMAN: Same objection. Calls for a

5 legal conclusion. The witness is not an attorney.

6 BY MR. MOUNTEER:

7 Q. For clarification of the question, I'm not

8 asking for your legal opinion. I'm saying is there

9 language specifically that Helix asserts we have

10 breached?

11 If your testimony is section 3, then it's

12 section 3. If there's other specific language that

13 you're aware of, please guide me to it.

14 A. Article 3.

15 Q. Is there any other article in this contract

16 that Helix claims APCO breached? And please take the

17 time to review the different articles.

18 A. As a project manager, I'm not contract -- to

19 speak on law about contracts, so I would have to review

20 the entire contract. And even after that, I may not be

21 the one to handle the legal side of what the contract

22 interpretations are.

23 Q. I understand that, and for clarification, I'm

24 not asking whether APCO is ultimately found responsible

25 for the assertions that Helix has made to pay X amount

Page 23

1 of dollars based on contract language, is a legal

2 question. I will stipulate to that on the record.

3 However, my client, APCO, is entitled to know what's

4 being asserted against it.

5 Now, attorneys draft complaints, all that

6 stuff, that's great. But one of the allegations is

7 that we breached this language, and I'm just curious

8 if -- and if you're not prepared to testify today, then

9 let me know on that manner, but my understanding is

10 section 3 is what Helix is asserting APCO breached.

11 If you could review the other sections of the

12 contract briefly, if you're not prepared, let me know.

13 If you are prepared to talk about those, that's fine.

14 I'm just trying to get a scope to make sure that if

15 this goes to trial, we know what we are up against, we

16 know what language we're having asserted against my

17 client.

18 A. Okay. My answer --

19 Q. If you need to go off the record and give you

20 some time, we can do that.

21 A. Okay. Even if I had the time, I don't have

22 the legal knowledge to answer that question on behalf

23 of Helix, the legal side of it.

24 MR. ZIMBELMAN: That's a lay way of saying

25 it's a legal question.

Page 24

1 MR. MOUNTEER: I understand the objection.

2 And --

3 MR. ZIMBELMAN: You can ask him about facts.

4 BY MR. MOUNTEER:

5 Q. I am asking him about facts. I think I've

6 made it clear that I'm not asking about a legal

7 question as to did we ultimately breach this contract.

8 I'm asking as a fact. It is my understanding Helix

9 entered into this contract with APCO; is that correct?

10 A. Correct.

11 Q. Helix claims APCO breached this contract.

12 A. Correct.

13 Q. Okay. Helix drafted this contract; is that

14 correct?

15 A. Correct.

16 Q. Helix made revisions to the contract?

17 A. Correct.

18 Q. And now Helix is saying based upon the

19 language that it put in the contract, there's something

20 that APCO did not do pursuant to this contract.

21 Factually, what actions did APCO take that Helix is

22 saying we breached?

23 A. The action was nonpayment.

24 Q. Is that the only action that Helix is

25 asserting?

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

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**Supreme Court Case No. 77320**  
***Consolidated with 80508***

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**HELIX ELECTRIC OF NEVADA, LLC,**

Appellant,

v.

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

Respondent.

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**JOINT APPENDIX**  
**VOLUME 18**

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Eric B. Zimbelman, Esq. (9407)  
**PEEL BRIMLEY LLP**  
3333 E. Serene Avenue, Suite 200  
Henderson, NV 89074-6571  
Telephone: (702) 990-7272  
Facsimile: (702) 990-7273  
[ezimbelman@peelbrimley.com](mailto:ezimbelman@peelbrimley.com)  
*Attorneys for Appellant*  
*Helix Electric of Nevada, LLC*

Mary E. Bacon, Esq. (12686)  
**SPENCER FANE LLP**  
400 S. Fourth Street, Suite 500  
Las Vegas, NV 89101  
Telephone: (702) 408-3411  
Facsimile: (702) 408-3401  
[MBacon@spencerfane.com](mailto:MBacon@spencerfane.com)

John Randall Jefferies, Esq. (3512)  
Christopher H. Byrd, Esq. (1633)  
**FENNERMORE CRAIG, P.C.**  
300 S. Third Street, 14<sup>th</sup> Floor  
Las Vegas, NV 89101  
Telephone: (702) 692-8000  
Facsimile: (702) 692-8099  
[rjefferies@fclaw.com](mailto:rjefferies@fclaw.com)  
[cbyrd@fclaw.com](mailto:cbyrd@fclaw.com)  
*Attorneys for Respondent*

## **CHRONOLOGICAL APPENDIX OF EXHIBITS**

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
06-24-09	<b>Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
08-05-09	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
04-26-10	<b>CAMCO and Fidelity's Answer and CAMCO's Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
07-02-10	<b>Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (1) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	<b>JA000055- JA000316</b>	<b>1/2/4/5/6</b>
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	<b>JA000317- JA000326</b>	<b>6</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-13-13	Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
08-21-17	APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA000418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>11-06-17</b>	<b>Helix Electric of Nevada’s Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC’s Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

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	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen’s Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>11-06-17</b>	<b>APCO Construction, Inc.’s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCF Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.’s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting’s Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13



<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
<b>11-14-17</b>	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in <i>Limine</i> Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
<b>11-14-17</b>	<b>Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion in <i>Limine</i></b>	<b>JA000994- JA001008</b>	<b>20</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
<b>11-15-17</b>	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in <i>Limine</i></b>	<b>JA001133 JA001148</b>	<b>21</b>

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>12-29-17</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion in <i>Limine</i> 1-6</b>	<b>JA001161- JA001169</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in <i>Limine</i> 1-4</b>	<b>JA001170- JA001177</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion in <i>Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>01-03-18</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001187- JA001198</b>	<b>22</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court’s Order Granting Peel Brimley Lien Claimants’ Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

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	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-09-18	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order</b>	<b>JA001552- JA001560</b>	<b>27</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	<b>Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>		
<b>01-10-18</b>	<b>Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time</b>	<b>JA001561- JA001573</b>	<b>27</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>1</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement ( <i>Admitted</i> )	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ( <i>Admitted</i> )	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ( <i>Admitted</i> )	JA001869- JA001884	30

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<sup>1</sup> Filed January 31, 2018

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone <i>(Admitted)</i>	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) <i>(Admitted)</i>	JA001981- JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33

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	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ( <i>Admitted</i> )	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ( <i>Admitted</i> )	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ( <i>Admitted</i> )	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ( <i>Admitted</i> )	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ( <i>Admitted</i> )	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ( <i>Admitted</i> )	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
01-18-18	<b>Stipulation and Order Regarding Trial Exhibit Admitted into Evidence</b>	<b>JA002199- JA002201</b>	<b>36</b>
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A



<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41

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	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
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	<b>Helix Related Exhibits:</b>		47
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	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
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	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		
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	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

<sup>4</sup> Filed January 31, 201883

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
05-08-18	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412- JA006442	87/88

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Munteer in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006639- JA006916	91/92/93 94/95/96
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943- JA006948	96

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Notice of Entry of Denying APCO Construction’s Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949- JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
	Exhibit 4 – Order Denying <i>En Banc</i> Reconsideration	JA006959- JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964- JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC’s Response to Special Master Questionnaire	JA006977- JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.’s Response to Special Master Questionnaire	JA006981- JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal’s Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006- JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037- JA007060	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042- JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff’s Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057- JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion <i>in Limine</i>	JA007060- JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine (against APCO Construction)	JA007070- JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions’ Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079- JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary	JA007085- JA007087	97

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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
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06-15-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007095- JA007120</b>	<b>97/98</b>
06-15-18	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
06-18-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007190- JA007192</b>	<b>99</b>
06-21-18	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
06-29-18	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99



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<b>06-29-18</b>	<b>Helix Electric of Nevada, LLC's Reply Re: Motion to Retax</b>	<b>JA007225- JA007237</b>	<b>100</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>07-19-18</b>	<b>Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs</b>	<b>JA007246- JA007261</b>	<b>100</b>
<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>09-28-18</b>	<b>Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>
<b>07-12-19</b>	<b>Order Dismissing Appeal (Case No. 76276)</b>	<b>JA007313- JA007315</b>	<b>101</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
08-06-19	<b>Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	JA007316- JA007331	101
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401- JA007517	102/103

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
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	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524- JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105 /106/107 /108/109
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	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150- JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168- JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts	JA008323- JA008338	110

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368- JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379- JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008484- JA008504	111

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531- JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552- JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602- JA008621	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665- JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759- JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation’s Motion to Enforce Settlement Agreement and Enter Judgment	JA008762- JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789- JA008798	113



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 16 – Notice of Appeal	JA008799- JA008810	113
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	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.’s Counterclaim	JA008925- JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose’s Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966- JA008986	117/118

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)</b>	<b>JA009117- JA009123</b>	<b>119</b>

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	Exhibit A – 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.]	JA009137- JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168- JA009182	120

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada’s Motion for Rule 54(b) Certification	JA009183- JA00991	120

## **ALPHABETICAL APPENDIX OF EXHIBITS**

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
<b>08-05-09</b>	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
		JA006442	
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>06-06-13</b>	<b>APCO’s Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO’s Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO’s Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO’s Motion for Judgment Against Gemstone Only	JA000055- JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.’s Motion for Attorney’s Fees and Costs; (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC’s	JA009168- JA009182	114

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183- JA00991	120
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925- JA008947	116/117



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Pacific Construction Company, Inc.'s Counterclaim		
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966- JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-15-18	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639- JA006916	91/92/93 94/95/96
11-14-17	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
08-21-17	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000393- JA000409</b>	<b>6/7</b>
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
03-08-18	<b>APCO Construction Inc.'s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
11-15-17	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine</b>	<b>JA001133 JA001148</b>	<b>21</b>

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>06-29-18</b>	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	<b>120</b>

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-13-13</b>	<b>Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone</b>	<b>JA000327</b>	<b>6</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>
<b>11-06-17</b>	<b>Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>08-06-19</b>	<b>Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA007316- JA007331</b>	<b>101</b>
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC’s Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC’s Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.’s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of	JA007401- JA007517	102/103

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Nevada, LLC, SWPPP Compliance Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520- JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524- JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105/ 106/107/108 109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109
	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150- JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168- JA008170	109

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008323- JA008338	110
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC’s Motion for Attorney’s Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368- JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenotec Against APCO	JA008379- JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484- JA008504	111
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531- JA008551	111



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing’s Motion for Attorneys’s Fees, Interest and Costs	JA008552- JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008602- JA008621	112
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665- JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112
	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
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	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
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	Exhibit 16 – Notice of Appeal	JA008799- JA008810	113
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
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	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006- JA007036	97
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	Exhibit 8 – Notice of Entry of Order Granting Plaintiff’s Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057- JA007059	97
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	Exhibit 14 – Notice of Entry of Order Denying APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085- JA007087	97
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	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
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	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC’s Reply to APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-</b>	<b>JA009117- JA009123</b>	<b>119</b>

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<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>06-24-09</b>	<b>Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
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	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
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	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
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	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA001667	28/9/29
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
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	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
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	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
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	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137- JA009166	120



<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
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<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>09-28-18</b>	<b>Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>

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12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
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08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
11-06-17	Peel Brimley Lien Claimants' Motion <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

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	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>09-28-17</b>	<b>Peel Brimley Lien Claimants’ Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000413- JA00418</b>	<b>7</b>
<b>01-09-18</b>	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001552- JA001560</b>	<b>27</b>
<b>06-18-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition</b>	<b>JA007190- JA007192</b>	<b>99</b>

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06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
01-18-18	Stipulation and Order Regarding Trial Exhibit Admitted into Evidence	JA002199- JA002201	36
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
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	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
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<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
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	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
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	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
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	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/6 7/ 68/69/70 /71/72 /73/74/75/ 76/77
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>5</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (Admitted)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (Admitted)	JA001981- JA001987	32

<sup>5</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks <i>(Admitted)</i>	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment <i>(Admitted)</i>	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP <i>(Admitted)</i>	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner <i>(Admitted)</i>	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement <i>(Admitted)</i>	JA002121- JA002146	35

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>8</sup></b>	<b>JA005820- JA005952</b>	81
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>

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<sup>8</sup> Filed January 31, 2018

<p style="text-align: right;">Page 25</p> <p>1 A. To my knowledge, yes.</p> <p>2 Q. Okay. Thank you. I'm not trying to be a</p> <p>3 jerk. I'm trying to make sure that that's what we are</p> <p>4 here for today.</p> <p>5 (Exhibit 91 marked</p> <p>6 for identification.)</p> <p>7 BY MR. MOUNTEER:</p> <p>8 Q. Andy, I'm handing you what has been marked as</p> <p>9 Exhibit 91. It has the Bates stamp documents Helix</p> <p>10 0001 through Helix 0007. Do you recognize this</p> <p>11 document?</p> <p>12 A. I have not seen it before. Can I unstaple it</p> <p>13 and put the pages right side up?</p> <p>14 Q. Yes, absolutely.</p> <p>15 A. Yes, I have not seen this before.</p> <p>16 Q. Okay. Do you recognize this document,</p> <p>17 though? Even though you haven't seen it today before,</p> <p>18 do you recognize what this document is?</p> <p>19 A. It appears to be our vendors owed money, at</p> <p>20 first glance.</p> <p>21 Q. Okay. So this is something Helix produces in</p> <p>22 the course of construction throughout the project?</p> <p>23 A. Like I said, I have not seen it, this before,</p> <p>24 in this format, but it looks like our vendors.</p> <p>25 Q. Is it strictly just Helix's vendors or are</p>	<p style="text-align: right;">Page 27</p> <p>1 have to look at each one. Invoice can come two months</p> <p>2 after the product was ordered.</p> <p>3 Q. What exactly was Helix's scope on the</p> <p>4 project?</p> <p>5 A. Two commercial four-story shell buildings,</p> <p>6 two residential four-story condominiums, and one</p> <p>7 high-rise condominium.</p> <p>8 Q. All electrical?</p> <p>9 A. Correct.</p> <p>10 Q. Anything outside of electrical?</p> <p>11 A. No.</p> <p>12 Q. Did Helix use any of its own subcontractors,</p> <p>13 or enter into any other contracts with subcontractors?</p> <p>14 A. Yes.</p> <p>15 Q. Who might that be?</p> <p>16 A. There was a fire alarm subcontractor, best of</p> <p>17 my recollection an excavating subcontractor. Those</p> <p>18 would be the two main ones that I can recall off the</p> <p>19 top of my head.</p> <p>20 Q. Do you know the value that Helix is asserting</p> <p>21 against APCO in this action? Does it include any of</p> <p>22 the values owed from Helix's subcontractors?</p> <p>23 A. I don't know.</p> <p>24 Q. Would those particular subcontractors of</p> <p>25 Helix, would they appear on what's been marked as</p>
<p style="text-align: right;">Page 26</p> <p>1 these other Helix invoices; do you know?</p> <p>2 A. Invoices from vendors -- Helix vendors to</p> <p>3 Helix.</p> <p>4 Or a recap of billings per vendor. I'm not</p> <p>5 sure if this...</p> <p>6 Q. Do you know what the column on the right-hand</p> <p>7 side, second left where it says "Outstanding amount,"</p> <p>8 do you know what that means?</p> <p>9 A. My assumption was, for example, the first one</p> <p>10 from QED, top line, item 40158, my assumption is it was</p> <p>11 an invoice that did not get paid.</p> <p>12 Q. Do you know what the invoice date -- do you</p> <p>13 see that column?</p> <p>14 A. Yes.</p> <p>15 Q. I'm going to make this real simple so I don't</p> <p>16 have to go through a bunch of these. On that invoice</p> <p>17 date, you said earlier that you believe that APCO had</p> <p>18 control of the project until August of 2008?</p> <p>19 A. To the best of my recollection, yes.</p> <p>20 Q. Starting in September, any of these invoices,</p> <p>21 would APCO be responsible for any outstanding amount?</p> <p>22 A. I would have to research.</p> <p>23 Q. So you don't know if APCO is responsible for</p> <p>24 any of these values that are listed on this sheet?</p> <p>25 A. I would be -- again, each one -- you would</p>	<p style="text-align: right;">Page 28</p> <p>1 Exhibit 91?</p> <p>2 A. R2W would be a subcontractor, on sheet 00002.</p> <p>3 Q. Okay.</p> <p>4 A. Sting Surveillance is one I didn't mention</p> <p>5 previously, on 00003, is a subcontractor. Penhall</p> <p>6 Company on 00004, that would be excavation, is a</p> <p>7 subcontractor. R2W is listed again on 00006. Sting</p> <p>8 Surveillance is listed again on 00007. So those three</p> <p>9 subcontractors.</p> <p>10 Q. So is it fair to say that the rest of the</p> <p>11 people identified on this sheet would have been vendor</p> <p>12 or supply house?</p> <p>13 A. Yes, equipment, electrical supply houses.</p> <p>14 Q. In August of 2008, what did the project look</p> <p>15 like, the percentage of finish? You mentioned each one</p> <p>16 of those buildings. Can you detail each building at</p> <p>17 its stage of construction for me?</p> <p>18 A. The two residential buildings, four-story</p> <p>19 ones, to the best of my recollection, 85-90 percent</p> <p>20 complete.</p> <p>21 MR. ZIMBELMAN: Are you talking about Helix's</p> <p>22 scope only, for clarification?</p> <p>23 MR. MOUNTEER: For clarification, sorry,</p> <p>24 Helix's scope of work on those buildings. And if you</p> <p>25 can give me a general description what the building</p>



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1 looked like, that would be great too. But specifically  
 2 if you can give me a percentage, I'm asking for Helix's  
 3 percentage of completion, not the buildings' percentage  
 4 of completion.  
 5 A. Okay, on the two residential buildings, 8 and  
 6 9, like I said we were 85 to 90 percent complete. On  
 7 buildings 2 and 3, which were the four-story commercial  
 8 buildings, I would say we were 90 to 95 percent  
 9 complete. On the high-rise, I would say we were --  
 10 gosh, I would need to go back and look. I would be  
 11 guessing on that one right now.  
 12 BY MR. MOUNTEER:  
 13 Q. Okay. You couldn't give me even a rough  
 14 estimate?  
 15 A. 50 percent.  
 16 Q. Okay. Fair enough.  
 17 Let's talk about buildings 8 and 9 real  
 18 quick. Was Helix's scope of work, exterior, interior  
 19 lighting, what did it entail specifically?  
 20 A. It entailed interior lighting, fire alarm  
 21 system, security system, branch circuits for  
 22 receptacles, all the units and all the unit electrical  
 23 for each condo, the garage lighting, the building  
 24 services.  
 25 Q. And that particular scope of work that you're

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1 talking about was 85-90 percent complete?  
 2 A. Yes.  
 3 Q. What about buildings 2 and 3, what was the  
 4 scope of work for Helix?  
 5 A. 2 and 3 were commercial shell buildings to  
 6 where we installed the building services and minimal  
 7 exit lighting, exterior lighting, electrical rooms for  
 8 future.  
 9 Q. Do you recall any particular issues with  
 10 Helix's work during construction?  
 11 A. Not to my recollection.  
 12 Q. Would those percentages you gave me, that  
 13 would include any of Helix's subcontractors too, that  
 14 same percentage?  
 15 A. Correct.  
 16 Q. Do you recall Helix ever being asked to redo  
 17 work?  
 18 A. I would have to go look.  
 19 Q. What about change orders; how were change  
 20 orders handled?  
 21 A. We would submit pricing. Or if it was -- if  
 22 we knew plans changed, we would be able to submit  
 23 pricing on a plan change. If it was something that was  
 24 outside our scope, then we would do a recorder and  
 25 daily field verification tickets.

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1 Q. Who would you provide the change submission  
 2 to?  
 3 A. To APCO.  
 4 Q. Do you know what APCO did with it after that?  
 5 A. Do not know what they did with it after that.  
 6 Q. Did it ever have to have owner's approval?  
 7 What is your understanding who would have to approve  
 8 change orders?  
 9 A. For Helix it would be APCO.  
 10 Q. APCO only?  
 11 A. That's all we were contracted with.  
 12 Q. So you're not aware anywhere that the owner  
 13 had to approve change orders?  
 14 A. No.  
 15 Q. Did the owner have to approve any of the  
 16 work, or was it only APCO's responsibility to approve  
 17 work?  
 18 A. To my knowledge, both.  
 19 Q. So to your knowledge then, what would occur  
 20 under the hypothetical if APCO said, hey Helix, we  
 21 approve it, and the owner said no. Who is responsible  
 22 for that approval or payment?  
 23 MR. ZIMBELMAN: Objection. Calls for a legal  
 24 conclusion, incomplete hypothetical as well.  
 25 BY MR. MOUNTEER:

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1 Q. You still can answer the question.  
 2 A. Would you please repeat?  
 3 Q. So if you submit a change order, or let's  
 4 just say a payment app, change order or payment app to  
 5 APCO, APCO approves it and the owner doesn't approve  
 6 it, who is responsible to pay on that? Helix's  
 7 position, who is responsible for paying for that change  
 8 order?  
 9 A. APCO.  
 10 Q. Even if the owner doesn't approve it?  
 11 A. Yes.  
 12 Q. The 500,000 dollars that you spoke of  
 13 earlier, just in general, are you speaking of retainage  
 14 or is there other outstanding money that you believe  
 15 Helix is owed?  
 16 When we are saying five hundred, I think we  
 17 are talking about a general number, not a specific  
 18 number.  
 19 A. Correct, plus or minus 5,000. It would be  
 20 money owed for work performed.  
 21 Q. Money owed for work performed in what way?  
 22 A. Based on our progress billing.  
 23 Q. Based on your progress billing. So are you  
 24 saying there was half a million dollars that was not  
 25 paid to Helix outside of retainage, or are we

<p style="text-align: right;">Page 33</p> <p>1 specifically talking about retainage?</p> <p>2 A. It's retainage.</p> <p>3 Q. I think you may agree with me, but if you</p> <p>4 need to go back and look at Exhibit 90, I'll represent</p> <p>5 to you ten percent is the amount of retainage that was</p> <p>6 taken --</p> <p>7 A. Correct.</p> <p>8 Q. -- or reserved. Okay. So basically we are</p> <p>9 saying that while APCO had control of the project,</p> <p>10 Helix had billed approximately half -- or 5 million</p> <p>11 dollars?</p> <p>12 A. Correct.</p> <p>13 Q. And there's 500,000 of that, that was held in</p> <p>14 retainage that Helix never got paid?</p> <p>15 A. Correct.</p> <p>16 Q. So what is your understanding of when</p> <p>17 retainage is due back to the contractor that it was</p> <p>18 being held for?</p> <p>19 A. Well, normally at the completion of a</p> <p>20 project, but in this case APCO left the site, so it</p> <p>21 would be at the time they left the site.</p> <p>22 Q. Even though the project wasn't completed?</p> <p>23 A. Never got completed. The project never got</p> <p>24 completed.</p> <p>25 Q. So APCO left the site, you said somewhere</p>	<p style="text-align: right;">Page 35</p> <p>1 out -- I mean, you said that because APCO left the job,</p> <p>2 Helix gets their retainage, and I'm just trying to say</p> <p>3 why? I'm not asking for a legal conclusion. I'm</p> <p>4 saying as far as Helix is concerned, why?</p> <p>5 A. We performed work, the value of that work was</p> <p>6 five million dollars. We should be paid five million</p> <p>7 dollars for when you were in control of that work.</p> <p>8 Q. Did Helix finish the 15 to 10 percent of that</p> <p>9 work under CAMCO?</p> <p>10 A. No.</p> <p>11 Q. So Helix never finished buildings 8 or 9?</p> <p>12 A. Correct.</p> <p>13 Q. They never finished buildings 2 or 3 or the</p> <p>14 high-rise?</p> <p>15 A. Correct.</p> <p>16 Q. But they continued to work on those buildings</p> <p>17 under CAMCO?</p> <p>18 A. Correct.</p> <p>19 Q. So why would retainage not stay in effect</p> <p>20 being held under CAMCO instead of Helix if the building</p> <p>21 was not complete?</p> <p>22 A. CAMCO would have a separate contract with</p> <p>23 separate retention for the work that they would be</p> <p>24 responsible for.</p> <p>25 Q. Okay. So it's Helix's understanding that</p>
<p style="text-align: right;">Page 34</p> <p>1 around August 2008. Half a million dollars in</p> <p>2 retainage. Was any of the buildings complete at that</p> <p>3 point that we talked about earlier, buildings 8, 9, 2,</p> <p>4 3, the high-rise?</p> <p>5 A. To a percentage, yes.</p> <p>6 Q. To a percentage. Were they a hundred percent</p> <p>7 complete?</p> <p>8 A. No.</p> <p>9 Q. If APCO had not left the job, when would</p> <p>10 retainage typically be provided back to the contractor</p> <p>11 who it was being held for?</p> <p>12 A. When the buildings were complete.</p> <p>13 Q. Can you direct me to any type of language or</p> <p>14 whatnot to substantiate the position that since APCO</p> <p>15 stopped work and left the job, even though the</p> <p>16 buildings are not complete, Helix is able to have</p> <p>17 retainage released to it?</p> <p>18 MR. ZIMBELMAN: Same objection. Calling for</p> <p>19 a legal analysis and conclusion.</p> <p>20 You can answer if you can.</p> <p>21 A. I can't. That would be -- as previously,</p> <p>22 that's, you know, the attorney above me. Above my pay</p> <p>23 scale.</p> <p>24 BY MR. MOUNTEER:</p> <p>25 Q. I understand that. I'm just trying to figure</p>	<p style="text-align: right;">Page 36</p> <p>1 there's almost like two separate accounts for</p> <p>2 retainage; am I misstating that?</p> <p>3 There's an account that APCO would hold the</p> <p>4 money, and then there's an account where CAMCO would</p> <p>5 hold the money that would be set aside for retainage?</p> <p>6 A. I would think so.</p> <p>7 Q. Do you know if APCO ever received the 500,000</p> <p>8 dollars?</p> <p>9 A. I do not.</p> <p>10 Q. Do you know if the bank ever set aside</p> <p>11 500,000 dollars?</p> <p>12 A. I do not.</p> <p>13 Q. Do you know if there's an account out there</p> <p>14 where there's 500,000 dollars sitting in it?</p> <p>15 A. I do not. But I would like to know that.</p> <p>16 Q. How is it Helix's understanding that this job</p> <p>17 was being funded, just generally from the owner; was</p> <p>18 the owner paying cash, were there bank investments?</p> <p>19 A. I do not know.</p> <p>20 Q. What is Helix's understanding of what</p> <p>21 general -- what extended general conditions are on the</p> <p>22 project?</p> <p>23 A. A general understanding of general conditions</p> <p>24 as far as --</p> <p>25 Q. What would general extended conditions</p>

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1 entail?

2       Sorry, that's a better question.

3       MR. ZIMBELMAN: Hang on. General extended

4 conditions, or extended general conditions?

5       MR. MOUNTEER: Extended general conditions,

6 sorry.

7       A. Basically the costs involved with the monies

8 owed that aren't necessarily part of the project, but

9 support the project.

10 BY MR. MOUNTEER:

11      Q. I just want to make sure I understand this.

12 So let's say we have a project like this, and you have

13 contract work -- it's my understanding -- I'm just

14 trying to make sure I understand it right.

15      You have contract work, and then you have

16 these general conditions, and if the contract work

17 takes a little bit longer to complete, if there were

18 delays or something, right, there might be additional

19 costs associated with staying on the project a little

20 bit; is that correct?

21      A. Correct.

22      Q. Are those costs, the extended general

23 conditions, are those separate and independent from the

24 value of the contract scope of work?

25      A. They are part of the contract scope of work

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1 per the contract schedule.

2      Q. Okay. Let's say you have -- in that schedule

3 you have a scope of work, for example, of you have to

4 install X amount of lights in building 8 or 9, right?

5      A. Correct.

6      Q. Is the installation scope of work, the labor

7 so to speak, different than the extended general

8 conditions?

9      MR. ZIMBELMAN: Hang on. The general

10 conditions or the extended general? You're blending

11 concepts here.

12 BY MR. MOUNTEER:

13      Q. The extended general -- well, either.

14 General conditions. What I want to ultimately ask, and

15 I'll get to it, is APCO seeking any extended general

16 conditions on this project?

17      A. APCO?

18      Q. I mean Helix.

19      A. To APCO, I do not believe so.

20      Q. Okay. Are you, meaning Helix, asserting that

21 APCO received any benefit on this project for Helix's

22 scope of work outside of the retention held?

23      A. Please repeat.

24      Q. Do you believe APCO received any benefit, any

25 payment, anything, that -- for work that Helix

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1 completed, other than the 500,000 dollars that you've

2 already spoken of?

3      A. I would not know.

4      MR. ZIMBELMAN: Cody, I can answer that.

5 Helix is not seeking extended general conditions. That

6 does not mean there weren't any.

7      MR. MOUNTEER: I understand. That's why I

8 said if we had some stipulations it might be a lot

9 faster today. I just want to make sure I get the

10 universe of what we're talking about, because there are

11 a lot of documents, there's a lot of allegations out

12 here, and to me things haven't been clarified.

13      If we are only talking about the 500,000

14 retention, then this is going to go a lot quicker. But

15 I have a big project and I have a lien that's in the

16 millions, so I don't know how you want to handle that.

17      MR. ZIMBELMAN: I think I just answered your

18 question.

19      MR. MOUNTEER: Okay.

20      MR. ZIMBELMAN: Can we take a five-minute

21 break?

22      MR. MOUNTEER: Yes.

23      (Whereupon, a recess was taken.)

24 BY MR. MOUNTEER:

25      Q. Sorry, Andy, I need to go back.

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1      I just was noticing in my notes real quick,

2 just a quick line of questioning. During the initial

3 part of bidding the project and whatnot, did Helix have

4 any involvement in design?

5      A. I believe we did.

6      Q. Do you know if Helix had any involvement with

7 the owners or whatnot prior to APCO even coming onto

8 the project?

9      A. I would have to go back and look.

10      Q. Do you know if the owners had presented Helix

11 to APCO saying, you know, this is the electrical

12 subcontractor you have to use?

13      A. Do not know.

14      Q. Do you know if Helix had received any type of

15 bid packet or whatnot for the project from APCO?

16      A. Do not know.

17      (Exhibit 92 marked

18      for identification.)

19 BY MR. MOUNTEER:

20      Q. Andy, you've been handed what's been marked

21 as Exhibit 92, it appears to be a correspondence dated

22 September 4, 2008 with a Bates stamp starting on Helix

23 894. Have you ever seen this document before?

24      A. Yes.

25      Q. Can you tell me what it is?

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1 A. It looks like to continue performing our  
2 scope at ManhattanWest.  
3 Q. Who is it directed to?  
4 A. Victor Fuchs.  
5 Q. You said earlier that was the owner?  
6 A. I believe at the time he may have been  
7 president. I don't know how the company is legally  
8 defined.  
9 Q. He's an important individual over at Helix?  
10 A. He's an important individual over at Helix.  
11 Q. On the front of this correspondence, it lists  
12 three things; do you see that?  
13 A. Yes.  
14 Q. Right down the middle. Schedule of values,  
15 breakdown for your work. Number two, your certificate  
16 of general liability insurance. Number 3, evidence of  
17 your Nevada business tax. Do you know if Helix ever  
18 provided that to Gemstone?  
19 A. I do not recall.  
20 Q. Do you know if Helix ever provided it to  
21 CAMCO?  
22 A. I do not recall.  
23 Q. Attached to this particular correspondence,  
24 it appears there's a fax transmittal sheet and then  
25 starting on Helix 895, you have a ratification

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1 agreement. Do you recognize this ratification  
2 agreement?  
3 A. Yes.  
4 Q. Is this the ratification agreement that Helix  
5 executed with CAMCO to continue the work on the  
6 project?  
7 A. I believe it is the document. I do not  
8 believe that it was ever fully executed.  
9 Q. I'll represent to you that the one you have  
10 in front of you does not have signatures on it. I have  
11 combed through painstakingly thousands and hundreds of  
12 thousands of pages looking for one. Do you know if one  
13 was ever signed?  
14 A. I do not know.  
15 Q. But Helix did end up working under CAMCO on  
16 the site, correct?  
17 A. Correct.  
18 (Exhibit 93 marked  
19 for identification.)  
20 BY MR. MOUNTEER:  
21 Q. Andy, you've been handed what has been marked  
22 as Exhibit 93, starting Bates stamp is Helix 882. Do  
23 you recognize this document?  
24 A. Yes.  
25 Q. Who constructed this document?

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1 A. I would believe Bob Johnson.  
2 Q. And who is Bob?  
3 A. Vice president at Helix.  
4 Q. Do you know -- this is on Helix's letterhead?  
5 A. Correct.  
6 Q. Can you tell me what this document proclaims  
7 itself to be, on the front page there, title of it?  
8 A. An addendum to the ratification agreement.  
9 Q. Do you know whose handwriting is on that  
10 first page? It appears there's a number there, seven  
11 million six hundred and some change. And it says  
12 fifteen percent profit?  
13 A. I do not.  
14 Q. You don't know if that was anyone from Helix?  
15 A. Do not.  
16 Q. Do you believe that this exhibit to the  
17 subcontract agreement between CAMCO Pacific, that Helix  
18 was operating under this agreement being that it  
19 provided it to CAMCO?  
20 A. I would assume so.  
21 Q. The reason I ask that, if you could look  
22 towards the end there, appears to be some numbers that  
23 are included in this particular agreement.  
24 Specifically if we start -- if we look at what's been  
25 marked as Helix 889 --

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1 MR. ZIMBELMAN: Just to clarify, Cody, this  
2 document is an exhibit to the standard subcontract  
3 agreement that we looked at earlier.  
4 MR. MOUNTEER: Correct.  
5 MR. ZIMBELMAN: It's Exhibit 92, and this is  
6 93.  
7 MR. MOUNTEER: Make sure the record is clear,  
8 Exhibit 93 appears to be an exhibit that would have  
9 been attached to Exhibit 92.  
10 MR. ZIMBELMAN: Assuming they were executed.  
11 MR. MOUNTEER: Assuming they were executed.  
12 And that's my next question.  
13 BY MR. MOUNTEER:  
14 Q. It appears that Exhibit 93 is not executed by  
15 Helix, correct?  
16 A. Correct.  
17 Q. Going back, you testified you believe that  
18 Helix was operating under the assumption of this  
19 agreement. And the reason I asked that question was do  
20 you know whether the numbers, specifically on Bates  
21 stamp page 889, and then again the cost estimate log,  
22 and change order logs that are provided by Helix on 891  
23 and 892, whether those numbers are accurate?  
24 A. I believe they are accurate.  
25 (Exhibit 94 marked

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1 for identification.)

2 BY MR. MOUNTEER:

3 Q. All right, Andy, you've been handed what has

4 been marked as Exhibit 94 with an initial Bates stamp

5 number APCO 103562. Can you tell me what this document

6 is?

7 A. I believe a lien notice.

8 Q. For this project?

9 A. Correct.

10 Q. Can you tell me the amount of the lien that's

11 identified on the front page?

12 A. \$3,186,102.67.

13 Q. Who was the lien against?

14 A. The owner, Gemstone.

15 Q. Does the lien identify APCO anywhere in

16 there?

17 A. I would have to read through it. I do not

18 believe so.

19 Q. Let's go to Exhibit A of the lien, if you

20 would, APCO 103564. Do you see that exhibit?

21 A. I do.

22 Q. What's this particular exhibit attached to

23 the lien represent?

24 A. I believe it's breaking down the three

25 million dollars into different entities.

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1 Q. Is it Helix's position that the lien, when it

2 breaks it down to different entities, that the lien is

3 being placed against any one of these entities, or is

4 it Helix's position the lien is placed against the

5 property?

6 A. I would defer to counsel on that one. I am

7 not sure.

8 Q. When Helix files a lien, what is Helix's

9 understanding of why it's filing a lien?

10 A. Monies owed.

11 Q. And it's filing a lien, though, with who?

12 Who is it filing a lien with?

13 A. I would have to assume the general

14 contractor.

15 Q. So it's Helix's position that the lien is

16 being filed with the general contractor?

17 A. I'm not sure how that process works, to be

18 100 percent.

19 Q. Let's look at the Exhibit A, if we would,

20 APCO 103564. If we look at contract description, we

21 have under the first line, do you see that, phase 1 and

22 2?

23 A. Yes.

24 Q. APCO Construction. And then it says

25 13,230,000 dollars under original contract price. Did

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1 I read that correct?

2 A. Correct.

3 Q. And then the next column over, amount of

4 additional change work materials or equipment, 738,000

5 and some change; isn't that correct?

6 A. Correct.

7 Q. And then we have a column next to that that's

8 the total amount of all payments received. That's

9 4,300,000 and some change?

10 A. Correct.

11 Q. So I just want to make sure I understand

12 this. We have 13 million approximately, original

13 contract price. Change order work is another 700,000,

14 and Helix has been paid 4,300,000 and some change.

15 A. Correct.

16 Q. How did Helix come up with a lienable amount

17 in that last column of 2,145,000 dollars?

18 A. That would be -- I was not involved in that.

19 Q. So you don't know how that amount was

20 calculated?

21 A. Correct.

22 Q. Do you know how any of the lienable amounts

23 were calculated on this sheet?

24 A. I do not.

25 Q. I want to make sure I understand your

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1 testimony earlier today. This lienable amount, the

2 2,145,000 dollars -- sorry, \$2,145,116.73, Helix is not

3 asking for that amount from APCO in this matter; is

4 that correct?

5 A. I do not know the extent of the lien versus

6 what we are lienning from APCO. My position, I don't

7 get involved in the lienable calculations. My thoughts

8 are they are lienning for lost overhead and profit for

9 the 13 million dollar contract.

10 Q. Okay. So you think the lost overhead and

11 profit's in that value there?

12 A. A part of, I would assume.

13 Q. Would that lost overhead and profit be gained

14 by any of the work that was done by Gemstone -- under

15 Gemstone or CAMCO?

16 A. I don't believe so. I believe it's

17 separated.

18 Q. So under the lien, it appears that Helix is

19 trying to say that APCO is responsible for its lost

20 overhead and profit for the entire original contract

21 price of 13 million, or is this just for the period up

22 until August of 2008?

23 A. Based on what I see, I would think it's based

24 on the 13 million two-thirty.

25 Q. The entire?

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1 A. Correct.

2 Q. Is there any particular reason why Helix is

3 saying APCO is responsible for the entire contract

4 amount, and then going on and stating that Gemstone and

5 CAMCO and other people are responsible for additional

6 amounts?

7 A. Again, I don't know how they were exactly

8 calculated, so I do not know.

9 (Exhibit 95 marked

10 for identification.)

11 BY MR. MOUNTEER:

12 Q. All right. Andy, you've been handed what has

13 been marked as Exhibit 95, with a beginning Bates stamp

14 of Helix 00378. Do you recognize this document?

15 A. Yes.

16 Q. What is this document?

17 A. Progress billing.

18 Q. Does it appear to be a true and accurate

19 representation of Helix's progress billing?

20 A. Yes.

21 Q. What is it for the period to?

22 A. One second. Need to fix them again.

23 MR. ZIMBELMAN: This is not in order again?

24 MR. MOUNTEER: Yes.

25 A. Through August 31 of 2008.

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1 BY MR. MOUNTEER:

2 Q. Okay. Going back, you had said earlier you

3 think that APCO had control of the progress through

4 August of 2008. Does this document or any other

5 document you've been shown today refresh your

6 recollection of a more sure date of that time period?

7 A. I would believe end of August of 2008.

8 Q. So this would be the last application,

9 certificate for payment that would have gone to APCO;

10 is that correct?

11 A. I believe so, yes.

12 Q. All right. Let's look at this just for a

13 moment. I'm just looking at the numbers on the front

14 here. We have the starting on line 1, 13 million

15 number that matches up with the lien; is that correct?

16 A. Correct.

17 Q. And then we have net change by change orders.

18 Do you see that, 341,000?

19 A. Yes.

20 Q. Why is that number different than the number

21 on the lien amount, if you want to reference back to

22 Exhibit 94? You may want to keep 94 open for just a

23 short time here to Exhibit A on 94; do you know why

24 that amount is different?

25 A. Change order 738257. It's possible that some

Page 51

1 change orders either did not start or pertained to

2 other buildings that did not start on the lien amount

3 versus the billing form.

4 Q. Just so I'm clear, what I believe you're

5 saying is there's change orders that were approved for

6 work to be done, but the work was not completed by

7 August 31 of 2008?

8 A. I would think that the change orders were

9 issued for future buildings, or the change orders --

10 I'm sorry, on the lien form that there were going to be

11 changes on future buildings that were incorporated into

12 the buildings performed under contract.

13 The ones on the billing form were for the

14 buildings that were currently being constructed.

15 Q. Okay. So if we look at -- looks like someone

16 had wrote some type of circle around it on number 4,

17 total completed and stored to date. What does it mean,

18 "and stored to date"?

19 A. There were fixtures on site, fixtures,

20 distribution, materials that were sent to the site to

21 be installed that for whatever reason weren't

22 installed, but we were allowed to bill for --

23 Q. You were allowed to bill for having that

24 material stored, correct?

25 A. -- having that materials stored, that's

Page 52

1 correct.

2 Q. So it looks like we have a 5,100,000 and

3 change on that number. On number 5, we have the

4 infamous word retainage. Do you see that?

5 A. Yes.

6 Q. Under there we have 500,000 and change. Is

7 that the number that you're saying that Helix is

8 seeking from APCO?

9 A. Yes.

10 Q. So just so we are clear, that is \$513,120.71?

11 A. Correct.

12 Q. Going down to number 6, we have total earned

13 less retainage. We subtract that retainage out, that

14 brings the total completed work to that 4,618,000 and

15 change?

16 A. Correct.

17 Q. And then under number 8, we have current

18 payment due. So under this particular pay app, with

19 all the above numbers and whatnot, Helix is saying

20 APCO, here's the application for 326,610 dollars; am I

21 right on that?

22 A. Correct.

23 Q. Was APCO ever paid the 326,610 dollars?

24 A. I do not know.

25 Q. You're not aware of whether they were paid or



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1 not?

2 A. APCO?

3 Q. I mean, I'm sorry, Helix. Was Helix ever

4 paid that amount?

5 A. Yes.

6 Q. So you're not claiming that APCO owed you for

7 that amount?

8 A. Correct.

9 Q. With this being the last payment application

10 that was to APCO, who did the next payment application

11 go to?

12 A. I believe CAMCO.

13 Q. So are you faulting APCO for any payments

14 that weren't made under CAMCO?

15 A. I do not know. If that's a legal -- I'm not

16 sure.

17 Q. I mean, you could ask your counsel. I don't

18 think it's legal. I guess what I'm curious for is --

19 stated better -- is Helix claiming that APCO is

20 responsible for any amounts, retainage, payment

21 certificates, whatever, that went to CAMCO and not

22 APCO?

23 A. I do not believe so.

24 Q. So as of August 31, 2008, you can't -- Helix

25 doesn't fault APCO for any payments that would have

Page 54

1 been submitted to someone else after that date?

2 A. I believe so.

3 Q. So then is it Helix's position that Helix was

4 paid 100 percent in full for everything -- when I say

5 everything, I mean work completed and stored to date

6 that APCO was responsible for on this project, except

7 for the \$513,120.71?

8 A. Correct.

9 MR. MOUNTEER: Let's take a five-minute break

10 if that's all right.

11 (Whereupon, a recess was taken.)

12 BY MR. MOUNTEER:

13 Q. All right, so Andy, let's talk quickly about

14 once APCO left the project, or around the time that

15 APCO was leaving the project. Helix had some notice

16 that APCO was going to leave; is that correct?

17 A. I believe so.

18 (Exhibit 96 marked

19 for identification.)

20 BY MR. MOUNTEER:

21 Q. All right, I'm showing you a document that is

22 Bates stamped NVPE002240. It appears to be --

23 A. No, I don't have that number. 000247.

24 MR. ZIMBELMAN: That's what I'm looking at as

25 well.

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1 BY MR. MOUNTEER:

2 Q. Let me see. Yeah, 247.

3 A. Okay. That's not what I heard.

4 Q. I'll start from the beginning. NVPE000247,

5 appears to be an e-mail from Craig Colligan. Do you

6 know who Craig Colligan is?

7 A. Do not recall.

8 Q. It appears Craig has an e-mail address from

9 Gemstone. Does that refresh your recollection at all

10 of who Craig may be?

11 A. Obviously with Gemstone in some capacity.

12 Q. Okay. And then the first name on that e-mail

13 list, is that you?

14 A. That is correct.

15 Q. So do you recall receiving this e-mail?

16 A. Oh, boy. No.

17 Q. Okay. I understand. This was a long time

18 ago in 2008. Believe me, I've got e-mails in my e-mail

19 account going back a long ways.

20 Do you believe, though, based upon the fact

21 that your name is cited to this too, that you would

22 have received this e-mail?

23 A. Yes.

24 Q. Do you recognize any of the handwriting

25 that's up in the right-hand corner? It appears there

Page 56

1 are two sets of initials. Do you have any idea whose

2 initials those may be?

3 A. Negative.

4 Q. This e-mail appears to be sent on August 12,

5 2008, during that last month of APCO's control of the

6 project; would you agree with me?

7 A. Correct.

8 Q. In the body of the e-mail, could you read

9 along with me, I'm going to start just at the very

10 beginning, it says, "In light of recent work stoppage

11 at ManhattanWest site." Were you aware of a work

12 stoppage?

13 A. I believe so, yes.

14 Q. Do you know why the work was stopped?

15 A. The assumption would be payment.

16 Q. Are you aware it's because APCO had asserted

17 from Gemstone that they were not getting paid?

18 A. I would assume so.

19 Q. Going back to the last sentence of that first

20 paragraph, it says, "in contract, the recent work

21 stoppage was actually a result of an ongoing dispute

22 between Gemstone and its general contractor and had

23 nothing do with Gemstone's financing for the project."

24 Do you know if that dispute between Gemstone,

25 and I'm assuming, I'll represent to you the contractor

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Supreme Court Case No. 77320  
*Consolidated with 80508*

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HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

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JOINT APPENDIX  
VOLUME 19

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Eric B. Zimbelman, Esq. (9407)  
**PEEL BRIMLEY LLP**  
3333 E. Serene Avenue, Suite 200  
Henderson, NV 89074-6571  
Telephone: (702) 990-7272  
Facsimile: (702) 990-7273  
[ezimbelman@peelbrimley.com](mailto:ezimbelman@peelbrimley.com)  
*Attorneys for Appellant*  
*Helix Electric of Nevada, LLC*

Mary E. Bacon, Esq. (12686)  
**SPENCER FANE LLP**  
400 S. Fourth Street, Suite 500  
Las Vegas, NV 89101  
Telephone: (702) 408-3411  
Facsimile: (702) 408-3401  
[MBacon@spencerfane.com](mailto:MBacon@spencerfane.com)

John Randall Jefferies, Esq. (3512)  
Christopher H. Byrd, Esq. (1633)  
FENNERMORE CRAIG, P.C.  
300 S. Third Street, 14<sup>th</sup> Floor  
Las Vegas, NV 89101  
Telephone: (702) 692-8000  
Facsimile: (702) 692-8099  
[rjefferies@fclaw.com](mailto:rjefferies@fclaw.com)  
[cbyrd@fclaw.com](mailto:cbyrd@fclaw.com)  
*Attorneys for Respondent*



## **CHRONOLOGICAL APPENDIX OF EXHIBITS**

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
06-24-09	<b>Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
08-05-09	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
04-26-10	<b>CAMCO and Fidelity's Answer and CAMCO's Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
07-02-10	<b>Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (1) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	<b>JA000055- JA000316</b>	<b>1/2/4/5/6</b>
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	<b>JA000317- JA000326</b>	<b>6</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-13-13	Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
08-21-17	APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA000418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>11-06-17</b>	<b>Helix Electric of Nevada’s Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC’s Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen’s Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>11-06-17</b>	<b>APCO Construction, Inc.’s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCPP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.’s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting’s Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
11-14-17	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
11-14-17	<b>Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion in Limine</b>	<b>JA000994- JA001008</b>	<b>20</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine</b>	<b>JA001133 JA001148</b>	<b>21</b>

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>12-29-17</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion in <i>Limine</i> 1-6</b>	<b>JA001161- JA001169</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in <i>Limine</i> 1-4</b>	<b>JA001170- JA001177</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion in <i>Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>01-03-18</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001187- JA001198</b>	<b>22</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court’s Order Granting Peel Brimley Lien Claimants’ Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-09-18	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order</b>	<b>JA001552- JA001560</b>	<b>27</b>



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	<b>Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>		
<b>01-10-18</b>	<b>Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time</b>	<b>JA001561- JA001573</b>	<b>27</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>1</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement ( <i>Admitted</i> )	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ( <i>Admitted</i> )	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ( <i>Admitted</i> )	JA001869- JA001884	30

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<sup>1</sup> Filed January 31, 2018

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone <i>(Admitted)</i>	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) <i>(Admitted)</i>	JA001981- JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ( <i>Admitted</i> )	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ( <i>Admitted</i> )	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ( <i>Admitted</i> )	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ( <i>Admitted</i> )	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ( <i>Admitted</i> )	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ( <i>Admitted</i> )	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
01-18-18	<b>Stipulation and Order Regarding Trial Exhibit Admitted into Evidence</b>	<b>JA002199- JA002201</b>	<b>36</b>
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
<b>01-19-18</b>	<b>Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA005282- JA005283</b>	<b>78</b>
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>2</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

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<sup>4</sup> Filed January 31, 201883

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
05-08-18	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412- JA006442	87/88



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Munteer in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006639- JA006916	91/92/93 94/95/96
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943- JA006948	96

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Notice of Entry of Denying APCO Construction’s Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949- JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
	Exhibit 4 – Order Denying <i>En Banc</i> Reconsideration	JA006959- JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964- JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC’s Response to Special Master Questionnaire	JA006977- JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.’s Response to Special Master Questionnaire	JA006981- JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal’s Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006- JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037- JA007060	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042- JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff’s Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057- JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion <i>in Limine</i>	JA007060- JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine (against APCO Construction)	JA007070- JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions’ Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079- JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary	JA007085- JA007087	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088- JA007094	97
06-15-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007095- JA007120</b>	<b>97/98</b>
06-15-18	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
06-18-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007190- JA007192</b>	<b>99</b>
06-21-18	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
06-29-18	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99

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<b>06-29-18</b>	<b>Helix Electric of Nevada, LLC's Reply Re: Motion to Retax</b>	<b>JA007225- JA007237</b>	<b>100</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>07-19-18</b>	<b>Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs</b>	<b>JA007246- JA007261</b>	<b>100</b>
<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>09-28-18</b>	<b>Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>
<b>07-12-19</b>	<b>Order Dismissing Appeal (Case No. 76276)</b>	<b>JA007313- JA007315</b>	<b>101</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
08-06-19	<b>Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	JA007316- JA007331	101
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401- JA007517	102/103

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520- JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524- JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105 /106/107 /108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168- JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts	JA008323- JA008338	110

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	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368- JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379- JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008484- JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531- JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552- JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602- JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665- JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10MM – Scott Financial Corporation’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759- JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation’s Motion to Enforce Settlement Agreement and Enter Judgment	JA008762- JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789- JA008798	113

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<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.’s Counterclaim	JA008925- JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose’s Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966- JA008986	117/118

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	Pacific Construction's Counterclaim		
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	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)</b>	<b>JA009117- JA009123</b>	<b>119</b>

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	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	Exhibit A – 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.]	JA009137- JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168- JA009182	120



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada’s Motion for Rule 54(b) Certification	JA009183- JA00991	120

## **ALPHABETICAL APPENDIX OF EXHIBITS**

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
<b>08-05-09</b>	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
		JA006442	
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>06-06-13</b>	<b>APCO’s Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO’s Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO’s Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO’s Motion for Judgment Against Gemstone Only	JA000055- JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.’s Motion for Attorney’s Fees and Costs; (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC’s	JA009168- JA009182	114

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183- JA00991	120
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925- JA008947	116/117

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Pacific Construction Company, Inc.'s Counterclaim		
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966- JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119

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06-15-18	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639- JA006916	91/92/93 94/95/96
11-14-17	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
08-21-17	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000393- JA000409</b>	<b>6/7</b>
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
03-08-18	<b>APCO Construction Inc.'s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
11-15-17	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine</b>	<b>JA001133 JA001148</b>	<b>21</b>

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	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>06-29-18</b>	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	<b>120</b>



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<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-13-13</b>	<b>Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone</b>	<b>JA000327</b>	<b>6</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>
<b>11-06-17</b>	<b>Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>08-06-19</b>	<b>Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA007316- JA007331</b>	<b>101</b>
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC’s Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC’s Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.’s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
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	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of	JA007401- JA007517	102/103

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	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
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	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109
	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150- JA008167	109
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	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
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	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008323- JA008338	110
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC’s Motion for Attorney’s Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110

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	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484- JA008504	111
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
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	Exhibit 10CC – Heinaman Contract Glazing’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008602- JA008621	112
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112
	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
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	Exhibit 16 – Notice of Appeal	JA008799- JA008810	113
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>06-21-18</b>	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943- JA006948	96
	Exhibit 2 – Notice of Entry of Denying APCO Construction’s Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949- JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
	Exhibit 4 – Order Denying <i>En Banc</i> Reconsideration	JA006959- JA006963	96
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<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC’s Response to Special Master Questionnaire	JA006977- JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.’s Response to Special Master Questionnaire	JA006981- JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal’s Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006- JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037- JA007060	97
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042- JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff’s Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057- JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion <i>in Limine</i>	JA007060- JA007088	97

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	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine (against APCO Construction)	JA007070- JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions’ Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079- JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085- JA007087	97
	Exhibit 15 – Notice of Association of Counsel	JA007088- JA007094	97
<b>11-14-17</b>	<b>Helix Electric of Nevada’s Opposition to APCO Construction’s Omnibus Motion in Limine</b>	<b>JA000994- JA001008</b>	<b>20</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC’s Reply to APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-</b>	<b>JA009117- JA009123</b>	<b>119</b>

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	<b>Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>06-29-18</b>	<b>Helix Electric of Nevada, LLC's Reply Re: Motion to Retax</b>	<b>JA007225- JA007237</b>	<b>100</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>06-24-09</b>	<b>Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137- JA009166	120

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	National Wood Products, Inc.'s Against APCO Construction, Inc.]		
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>09-28-18</b>	<b>Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>

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01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001187- JA001198	22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1-4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
11-06-17	Peel Brimley Lien Claimants' Motion <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>09-28-17</b>	<b>Peel Brimley Lien Claimants’ Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000413- JA00418</b>	<b>7</b>
<b>01-09-18</b>	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001552- JA001560</b>	<b>27</b>
<b>06-18-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition</b>	<b>JA007190- JA007192</b>	<b>99</b>



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	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
01-18-18	Stipulation and Order Regarding Trial Exhibit Admitted into Evidence	JA002199- JA002201	36
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40

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	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
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	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

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	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/6 7/ 68/69/70 /71/72 /73/74/75/ 76/77
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>5</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (Admitted)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (Admitted)	JA001981- JA001987	32

<sup>5</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks <i>(Admitted)</i>	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment <i>(Admitted)</i>	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP <i>(Admitted)</i>	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner <i>(Admitted)</i>	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement <i>(Admitted)</i>	JA002121- JA002146	35

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>8</sup></b>	<b>JA005820- JA005952</b>	81
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>

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<sup>8</sup> Filed January 31, 2018

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1 I believe at that time was APCO, had to do with  
2 payment? Does that refresh your recollection at all?  
3 A. Let me re-read the entire paragraph real  
4 quick.  
5 I believe it states it's not regarding  
6 payment or financing.  
7 Q. But earlier you thought it may have been?  
8 A. That's usually been the construction industry  
9 what stops work.  
10 (Exhibit 97 marked  
11 for identification.)  
12 BY MR. MOUNTEER:  
13 Q. You've been handed what's been marked as  
14 Exhibit 97. If we look at -- I think this is out of  
15 order as far as the way its Bates stamped. I believe  
16 that the second page was the cover letter on August  
17 21st, 2008, which would have come shortly after August  
18 12th that was cited in Exhibit 96. Do you ever recall  
19 seeing this document before?  
20 A. I do not recall.  
21 Q. Do you know --  
22 MR. ZIMBELMAN: I'm sorry, are you saying  
23 this is a single document, counselor? Are you  
24 representing that this is a single document that they  
25 were --

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1 MR. MOUNTEER: Honestly, I don't know. I  
2 think it was a cover page, but I don't know if that's  
3 true or not.  
4 MR. ZIMBELMAN: Because I don't see any  
5 enclosures notice on the letter, page 2 of the exhibit.  
6 MR. MOUNTEER: That's fine. Let me clarify  
7 my question then.  
8 MR. ZIMBELMAN: Thank you.  
9 BY MR. MOUNTEER:  
10 Q. Andy, do you recall seeing either one of  
11 these two pages in Exhibit 97?  
12 A. I do not recall.  
13 Q. Do you recall APCO telling Helix at any time  
14 that it was going to stop work for nonpayment?  
15 A. Not specifically for nonpayment, no.  
16 Q. Just that APCO was stopping work?  
17 A. I believe so.  
18 Q. Do you recall any of those conversations,  
19 what the content of them were?  
20 A. I recall some issues with concrete. Don't  
21 know if that has anything to do with the project  
22 stopping or not.  
23 Q. But Helix was fully aware that APCO was no  
24 longer going to be the contractor on the site, right?  
25 A. To some extent, yes.

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1 Q. And it's Helix's understanding that CAMCO was  
2 going to take over at that point?  
3 MR. ZIMBELMAN: At what point?  
4 BY MR. MOUNTEER:  
5 Q. End of August, starting September 1, 2008?  
6 A. I believe we were informed that CAMCO was  
7 taking over or another GC was taking over.  
8 (Exhibit 98 marked  
9 for identification.)  
10 BY MR. MOUNTEER:  
11 Q. Andy, you've been handed what has been marked  
12 as Exhibit 98. Appears to be another e-mail from  
13 someone at Gemstone, Jill Gisondo -- I might have  
14 brutalized the last name, G-i-s-o-n-d-o -- dated August  
15 28, 2008.  
16 If you look down in the "to" column, it looks  
17 like Brian Johnson of Helix received this e-mail. Do  
18 you see that on the far left, about halfway down,  
19 EJohnson@HelixElectric?  
20 A. Bob Johnson, correct.  
21 Q. Bob Johnson. Do you recall ever receiving  
22 the e-mail?  
23 A. My name's on it.  
24 Q. This is still right around the end of August,  
25 25 correct?

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1 A. Correct.  
2 Q. And the beginning of this e-mail is informing  
3 you and other parties that it's sent to, and I'll start  
4 reading that first paragraph, "The June checks should  
5 be completed and run at this time. An APCO  
6 representative has to sign all the subcontractor checks  
7 due to Gemstone's request to prepare the joint checks."  
8 You said earlier there was a process where  
9 Helix started receiving joint checks; is that correct?  
10 A. Correct.  
11 Q. Do you know why that process was changed?  
12 A. Do not.  
13 Q. But as you testified earlier, any money due  
14 Helix at the end of August, except for retention, was  
15 paid and done?  
16 A. Correct.  
17 Q. Did Helix do any investigation as to why APCO  
18 was being removed as the contractor on the project?  
19 A. I do not know.  
20 Q. Who at Helix would have made the decision to  
21 continue with the project after APCO's been removed?  
22 A. Victor Fuchs.  
23 Q. Do you know why Victor made that decision?  
24 A. Do not.  
25 Q. Do you know who the owner of ManhattanWest

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1 was?

2 A. Alex -- I don't recall his last name.

3 Edelstein.

4 Q. Do you know if you know if Victor and Alex

5 are friends? Socially, business?

6 A. Business.

7 Q. Has Victor done any other work after this

8 project for Alex Edelstein?

9 A. Not to my knowledge.

10 Q. Does Helix fault APCO in any way for the

11 project actually failing?

12 A. I don't believe so.

13 Q. Does Helix fault APCO for any of CAMCO's

14 actions?

15 A. I don't believe so.

16 Q. Do you know if Helix was involved in the

17 appeal of this matter?

18 A. I'm unaware of the appeal.

19 Q. So you don't know if Helix was seeking

20 payment alongside with any of the other contractors in

21 this case on appeal to the supreme court?

22 A. I do not know.

23 Q. Do you know what ultimately happened with the

24 property after the project closed?

25 A. No. As far as who owns the property or...

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1 Q. Well, ultimately Helix went back and did some

2 work for Martin-Harris, correct?

3 A. Correct.

4 Q. So -- I'm assuming Helix had pulled off the

5 project --

6 A. Correct.

7 Q. -- at some point, and then had to go back

8 and re-set up and everything?

9 A. Correct.

10 Q. Do you know how much the contract amount was

11 with Martin-Harris by chance?

12 A. I do not.

13 Q. Do you know if the scope of work changed with

14 Martin-Harris at all?

15 A. I do not know specifics.

16 Q. Do you know if the bank was holding any funds

17 that Helix is due or any of the parties are due in this

18 matter?

19 A. Regarding Martin-Harris?

20 Q. No, regarding APCO or Helix.

21 A. I do not know.

22 Q. Is Helix aware that the property was

23 ultimately sold and money from that proceed was

24 distributed to the banks that had loans on the

25 property?

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1 A. I do not know.

2 MR. MOUNTEER: Let's take a five-minute

3 break. I think we are just about done.

4 (Whereupon, a recess was taken.)

5 BY MR. MOUNTEER:

6 Q. All right, Andy, if you could just pull up

7 Exhibit 93 for me, real quick.

8 A. Okay.

9 Q. I believe we said earlier that Exhibit 93 is

10 actually Exhibit A to Exhibit 92, if that's right. Can

11 you verify that just to make sure?

12 A. Correct.

13 Q. We talked earlier about how Helix is only

14 seeking retention from APCO, and how it's Helix's

15 position that because Helix left -- I mean APCO left

16 the site, that it's owed that amount at that time. I

17 guess can you please clarify then, in Exhibit 93 what

18 these total amounts are on the front page for like

19 building 2, 3, 7, 9 and 8?

20 A. It looks like the amount of each building per

21 schedule of values.

22 Q. So when APCO left the site, did that whole

23 entire schedule then transfer to CAMCO?

24 A. It appears that way, yes.

25 MR. MOUNTEER: I have no further questions.

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1 Thank you. Unless your counsel has anything.

2 MR. ZIMBELMAN: Actually, I do, surprisingly.

3 EXAMINATION

4 BY MR. ZIMBELMAN:

5 Q. Andy, I'm going to ask you to look at what

6 has been previously marked as Exhibit Number 50 in a

7 series of depositions that have occurred prior to yours

8 today. Do you recognize Exhibit 50?

9 A. Yes.

10 Q. What is it?

11 A. Billing spreadsheet that we track invoices

12 and payments on.

13 Q. Is this something that Helix prepared as a

14 summary of its billings to APCO?

15 A. Yes.

16 Q. Have you had a chance to ascertain whether

17 all of the numbers on this document are correct?

18 A. The numbers are correct with the exception of

19 the totals. If you look at underneath 16713-011 in the

20 left-hand column, there's a column that's been added,

21 and I don't know if you need to pull that document up

22 or not.

23 MR. MOUNTEER: Yeah, I wasn't prepared with

24 that document yet. If we could go off the record for

25 one second.

<p style="text-align: right;">Page 65</p> <p>1 MR. ZIMBELMAN: Yeah.</p> <p>2 (Whereupon, a recess was taken.)</p> <p>3 A. Okay, so yes, there's a column down at the</p> <p>4 bottom underneath pay app 16713-711. There's a line</p> <p>5 item directly below it that if you follow it all the</p> <p>6 way across to amount paid and balance due, 279,166.65</p> <p>7 has been plugged in both those columns.</p> <p>8 Those numbers did not get recognized in the</p> <p>9 totals, so there's -- what happened is the person</p> <p>10 responsible for putting the spreadsheet together</p> <p>11 probably added a line item, inserted a line item and</p> <p>12 did not check the formula, because the APCO total</p> <p>13 column is a formula of all cells above that. So if you</p> <p>14 take the 4,347,019.46, does not include the 279,166.65.</p> <p>15 If you add those numbers together, that is what Helix</p> <p>16 received.</p> <p>17 MR. MOUNTEER: Let's add them and get on the</p> <p>18 record what that number is, just in case we look at</p> <p>19 this later.</p> <p>20 MR. ZIMBELMAN: Let's have the witness do it,</p> <p>21 you can verify it.</p> <p>22 A. So I come up with \$4,626,186.11.</p> <p>23 MR. MOUNTEER: Agreed.</p> <p>24 A. That amount is what we received for this</p> <p>25 invoice.</p>	<p style="text-align: right;">Page 67</p> <p>1 you about the retainage number 513,120.71 as of August</p> <p>2 31st, 2008?</p> <p>3 A. Correct.</p> <p>4 Q. Do you know why there's an approximate eight</p> <p>5 thousand dollars difference between those two numbers?</p> <p>6 A. The amount received by Helix, I don't know</p> <p>7 exactly how it came about to be eight thousand dollars</p> <p>8 off, but I know we definitely received the</p> <p>9 4,626,186.11.</p> <p>10 Q. Okay. All right, you weren't present, but on</p> <p>11 Tuesday at the continuation of the PMK deposition of</p> <p>12 APCO with Ms. Mary Jo Allen -- do you know Mary Jo?</p> <p>13 A. I do not.</p> <p>14 Q. She testified about a document she prepared</p> <p>15 and that was Exhibit 68.</p> <p>16 MR. MOUNTEER: Yeah, I have a copy of that.</p> <p>17 Thank you.</p> <p>18 MR. ZIMBELMAN: Sorry, the Exhibit 50 that I</p> <p>19 presented to the witness, he has handwritten in the</p> <p>20 changes that we talked about. Counsel, do you agree</p> <p>21 with that?</p> <p>22 MR. MOUNTEER: I agree with that. Should</p> <p>23 have warned him not to write on the original copy.</p> <p>24 (Exhibit 99 marked</p> <p>25 for identification.)</p>
<p style="text-align: right;">Page 66</p> <p>1 BY MR. ZIMBELMAN:</p> <p>2 Q. Similarly, Andy, was that number accounted</p> <p>3 for in the balance due column, that 279,166.65?</p> <p>4 A. The balance due, the 784,187.65 less the</p> <p>5 279,166.65 is the balance due, and I'll do the math on</p> <p>6 that as well.</p> <p>7 MR. MOUNTEER: Wait. I want to make sure I</p> <p>8 understand your response to that question while we are</p> <p>9 doing the math here.</p> <p>10 So what you're saying is the 784 number needs</p> <p>11 to be subtracted from the -- or the 279 needs to be</p> <p>12 subtracted from the 784 and that's your balance due?</p> <p>13 THE WITNESS: That's correct. And the number</p> <p>14 is 505,021.</p> <p>15 BY MR. ZIMBELMAN:</p> <p>16 Q. And that's the retention that was unpaid as</p> <p>17 billed to APCO, correct?</p> <p>18 A. Correct.</p> <p>19 MR. MOUNTEER: Thank you for clarifying.</p> <p>20 MR. ZIMBELMAN: Certainly.</p> <p>21 BY MR. ZIMBELMAN:</p> <p>22 Q. Andy, I'm going to ask you to look at Exhibit</p> <p>23 95 as well.</p> <p>24 A. Okay.</p> <p>25 Q. We looked at it earlier, counsel was asking</p>	<p style="text-align: right;">Page 68</p> <p>1 MR. ZIMBELMAN: Back on the record.</p> <p>2 To clarify our record on our exhibits, what</p> <p>3 we did off the record was take the original Exhibit</p> <p>4 Number 50, we took a photocopy of that and we placed a</p> <p>5 new Exhibit 50 sticker on top of that in the exact same</p> <p>6 location. We took the Exhibit 50 that we were using</p> <p>7 that the witness wrote on, we have crossed out the</p> <p>8 Exhibit 50 sticker and we have placed a new sticker and</p> <p>9 marked it Exhibit 99.</p> <p>10 MR. MOUNTEER: Agreed.</p> <p>11 BY MR. ZIMBELMAN:</p> <p>12 Q. And I'm going to caution you not to write on</p> <p>13 Exhibit 68 that I've handed to you. If we do decide</p> <p>14 it's necessary, we will go ahead and go off the record</p> <p>15 and make a copy and have you write on it. Again, that</p> <p>16 was totally my fault.</p> <p>17 So without getting into any communications</p> <p>18 that you and I had, don't want to invade the</p> <p>19 attorney-client privilege, did you have a chance to</p> <p>20 review Exhibit 68 subsequent to the APCO deposition</p> <p>21 that was marked?</p> <p>22 A. No.</p> <p>23 Q. You did or did not have a chance to look at</p> <p>24 Exhibit 68?</p> <p>25 A. Prior to?</p>

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1 Q. No, afterwards.

2 A. Yes, yes, yes. That's correct.

3 Q. And again, without talking about what you and

4 I discussed, did you have a chance to determine whether

5 any of the information on this exhibit is correct or

6 incorrect?

7 A. Yes.

8 Q. So, for example, Ms. Allen has indicated that

9 the total net payments to Helix through August 2008

10 billings was 4,626,186.11, which miraculously lines up

11 with the figure you came up with by correcting Exhibit

12 50, that's now marked as Exhibit 99, correct?

13 A. Correct.

14 Q. 4,626,186.11. So you believe that her number

15 of total payments of 4,626,186.11 is correct?

16 A. Correct.

17 Q. So we agree on that, right?

18 A. Yes.

19 Q. Now, there's a section in the lower half of

20 the first page of Exhibit 68 that's entitled, "Helix

21 overpayment from general conditions and light fixture

22 installation as of August 2008." First let's take the

23 general conditions issue. Did you attempt to evaluate

24 whether or not Helix overbilled for its general

25 conditions for phase 1?

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1 A. I tried to confirm that number and I was

2 unable to.

3 Q. What did you do to try to confirm that

4 number?

5 A. I looked at the schedule of values on our

6 billing sheet.

7 Q. So, for example, we looked today at Exhibit

8 95. Can you pull that document?

9 A. Yes.

10 Q. And Exhibit 95 being the pay app for the

11 period of 8/31/2008, correct?

12 A. Correct.

13 Q. It's the last pay app submitted to APCO,

14 correct?

15 A. Correct.

16 Q. So is this the document you looked at to try

17 to evaluate whether or not Helix overbilled its general

18 conditions?

19 A. Correct.

20 Q. What did you determine -- were you able to

21 determine what methodology Ms. Allen used in creating

22 Exhibit 68 as far as evaluating the general conditions

23 dollars for phase 1 of 172,500?

24 A. I was not able to confirm how she -- or that

25 number was computed.

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1 Q. Were you able to determine looking at Exhibit

2 Number 95, which line items of the schedule of values

3 Ms. Allen used to -- which line items went into her

4 characterization of general conditions?

5 A. Items 1 through 7.

6 Q. And you know that because why?

7 A. Basically the schedule of values submitted

8 for conditions to build the job that aren't necessarily

9 related or become part of the job.

10 Q. Well, one of those is, for example,

11 electrical engineering, in the amount of 150,000

12 dollars, correct?

13 A. Correct.

14 Q. And according to the schedule of values on

15 the final pay app to APCO, you had previously billed

16 83,700 of that amount, correct?

17 A. Correct.

18 Q. It's column D. And then in column G, shows

19 the total completed and stored to date of 83,700,

20 correct?

21 A. Correct.

22 Q. And the next column, which shows a percentage

23 of completion at 54 percent, correct?

24 A. Correct.

25 Q. And the balance to finish of 71,300, right?

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1 A. Correct.

2 Q. You believe that was an accurate billing at

3 the time?

4 A. Correct.

5 Q. The second item was mobilization at 60,000

6 dollars, correct?

7 A. Correct.

8 Q. You've billed a total of 60,000 dollars,

9 correct?

10 A. Correct.

11 Q. For 100 percent of that amount, right?

12 A. Correct.

13 Q. Is it appropriate to have billed 100 percent

14 of mobilization even though you're not done with the

15 job?

16 A. Correct.

17 Q. Why?

18 A. It's the cost to mobilize the job, to get the

19 proper materials or supervision, equipment, in order to

20 build the job.

21 Q. In other words, you've done that portion of

22 the so-called general conditions long before this

23 billing, correct?

24 A. Correct.

25 Q. And the next line item is number 3, office



<p style="text-align: right;">Page 73</p> <p>1 trailer/admin 24 months. And the schedule value of  2 120,000 dollars, correct?  3 A. Correct.  4 Q. You had previously billed 55,000, you're  5 billing 5,000, so apparently your monthly cost for  6 office trailer and admin is 5,000 dollars, right?  7 A. Correct.  8 Q. So total to date of 60,000 dollars, and we  9 can determine how many months you billed that 5,000  10 dollars from that, correct?  11 A. Correct.  12 Q. And you show that being 50 percent complete,  13 that one, correct?  14 A. Correct.  15 Q. Halfway through your anticipated 24 months,  16 right?  17 A. Correct.  18 Q. Now, did these items all the way through item  19 7, including supervision, planning and coordination,  20 the 120,000 dollars, of those seven items -- well, is  21 that for the entirety of the project, phases 1 and 2?  22 A. Correct.  23 Q. And so once you finished -- and what was  24 phase 1 versus phase 2?  25 A. Phase 1 was buildings 2, 3, 7, 8, 9.</p>	<p style="text-align: right;">Page 75</p> <p>1 schedule to complete phases 1 and 2 in 24 months as of  2 the time of this pay application?  3 A. To the best of my knowledge, yes.  4 Q. Did you make an effort to determine where  5 Ms. Allen came up with this figure of general  6 conditions for phase 1 at 172,500 dollars?  7 A. I attempted to, yes.  8 Q. What was your determination of what you  9 believe she did?  10 A. She had to take an educated guess of -- I'm  11 not sure. I don't know how the 172,500 --  12 Q. If you add up nongeneral conditions portions  13 of the work built, is that possible to do?  14 A. We can do that.  15 Q. And you can separate the building costs from  16 the general conditions, can't you?  17 A. Correct.  18 Q. Would you be able to do that for phase 2 as  19 well?  20 A. Correct.  21 Q. Would you be able to compare the total  22 building cost and set that number phase 1 and phase 2,  23 whatever that number adds up to, 13,200,000 something  24 like that, right?  25 A. Correct.</p>
<p style="text-align: right;">Page 74</p> <p>1 Q. Now, is it possible for you to take that  2 total amount that goes into these general conditions  3 items 1 through 7, first of all, can you add that up  4 for us?  5 A. 605,000.  6 Q. That 605,000 dollars, is there a way to  7 accurately determine what portion of the general  8 conditions dollars applies to phase 1 versus phase 2?  9 A. No.  10 Q. So, for example, mobilization couldn't apply  11 to phase 2 at all, right? In other words, it's already  12 incurred before you --  13 A. Correct.  14 Q. You got --  15 A. Correct.  16 Q. So you're not going to give a percentage of  17 mobilization to phase 2, are you?  18 A. Correct.  19 Q. Were the scopes of work for phase 1 and phase  20 2 identical in terms of cost?  21 A. We had cost per building type, and some of  22 the phase 2 buildings were the same as phase 1  23 buildings.  24 Q. With respect to the monthly 5,000 dollars for  25 office trailer/admin, those 24 months, were you on</p>	<p style="text-align: right;">Page 76</p> <p>1 Q. You add that number, you set that number next  2 to the total general conditions of 605,000 dollars,  3 correct?  4 A. Correct.  5 Q. Now, if you split up that 13,200,000 dollars,  6 did that include the 605, by the way?  7 A. The 13,200,000 does include the 605.  8 Q. So if you back out the 605, then you've got  9 the building cost less general conditions, correct?  10 A. Correct.  11 Q. And you can take the two phases of that  12 13,200,000, less general conditions, and you can  13 determine this dollar amount applies to phase 1, and  14 this dollar amount applies to phase 2, and it totals up  15 to that 13 million less general conditions?  16 A. Correct.  17 Q. And you can evaluate a percentage of phase  18 1's total building costs to the total building cost,  19 couldn't you?  20 A. Correct.  21 Q. Then you could take the general conditions  22 dollars of 605,000 dollars and you can find an equal  23 and correlative percentage?  24 A. Correct.  25 Q. Right? So you could take that phase 1</p>

<p style="text-align: right;">Page 77</p> <p>1 percentage of general conditions and say, well, let's</p> <p>2 just say hypothetically that phase 1's building costs</p> <p>3 were 45 percent of the overall costs of the buildings</p> <p>4 for phases 1 and 2, hypothetically?</p> <p>5 A. Okay.</p> <p>6 Q. You could then take 45 percent of the 605,000</p> <p>7 dollars and come up with a number?</p> <p>8 A. Correct.</p> <p>9 Q. And say, oh, that's the general conditions</p> <p>10 for phase 1?</p> <p>11 A. Correct.</p> <p>12 Q. Would that be an accurate way of determining</p> <p>13 what the general conditions were for phase 1?</p> <p>14 A. Pretty accurate.</p> <p>15 Q. Okay. Now, Ms. Allen has indicated that you</p> <p>16 took the 153,525 as your billings to general conditions</p> <p>17 for phase 1. Sorry, net percentage of general</p> <p>18 conditions that should have been billed is 153,525.</p> <p>19 She says that you actually billed and were paid</p> <p>20 386,392. When you look at the continuation sheet, the</p> <p>21 schedule of values and determine whether or not you, in</p> <p>22 fact, you billed and had been paid 386,392.50 as of</p> <p>23 the -- or at least billed for through August 31st, that</p> <p>24 amount of money?</p> <p>25 A. Yes, that amount should be lines 1 through 7</p>	<p style="text-align: right;">Page 79</p> <p>1 Q. -- more than 100 percent?</p> <p>2 A. No.</p> <p>3 Q. Now, with respect to the light fixture</p> <p>4 installation issue, Ms. Allen indicates in this based</p> <p>5 on page 2 of the Exhibit 6, it indicates you've been</p> <p>6 overpaid for certain line item numbers with respect to</p> <p>7 buildings, 2, 3, 7, 8 and 9, Helix line item numbers</p> <p>8 23, 34, 87, 112 and 126, correct?</p> <p>9 A. Yes.</p> <p>10 Q. Just looking at page 2, first of all, is any</p> <p>11 portion of this document prepared by Helix?</p> <p>12 A. No.</p> <p>13 Q. What about this section, the information in</p> <p>14 the first large box, is that from a Helix document?</p> <p>15 A. Yes.</p> <p>16 Q. What about the information in the smaller box</p> <p>17 below that, is that Helix prepared or it come from a</p> <p>18 Helix document?</p> <p>19 A. No.</p> <p>20 Q. What about the writing below, the lower box?</p> <p>21 A. No, not Helix.</p> <p>22 Q. With respect to the writing that is Helix or</p> <p>23 from a Helix document, it shows Helix line items</p> <p>24 numbers previously billed materials stored, material</p> <p>25 removed and so forth, correct?</p>
<p style="text-align: right;">Page 78</p> <p>1 under column G. Those totals should be the 429,325</p> <p>2 less the ten percent, would be the 386,392.50.</p> <p>3 Q. And so by comparison to the total amount of</p> <p>4 general conditions, she's saying you therefore</p> <p>5 overbilled your general conditions by a factor of</p> <p>6 232,867.50, because you should have only billed</p> <p>7 172,000 -- excuse me, 153,525; is that wrong? And if</p> <p>8 so, why?</p> <p>9 A. Yeah, I believe it is wrong, because the</p> <p>10 general conditions were -- the cost is more up front</p> <p>11 for the entire contract, not just phase 1. General</p> <p>12 conditions are based on the entire contract.</p> <p>13 Q. So you might incur some general conditions</p> <p>14 earlier than later, for example?</p> <p>15 A. Correct.</p> <p>16 Q. Now, if you had at some point exceeded your</p> <p>17 general conditions, would you be billing for that</p> <p>18 number at any point?</p> <p>19 A. No.</p> <p>20 Q. If you billed for that number, do you think</p> <p>21 that APCO would have paid you that amount of money?</p> <p>22 A. No.</p> <p>23 Q. Do you think the owner would have approved</p> <p>24 you overbilling your general conditions --</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 80</p> <p>1 A. Correct.</p> <p>2 Q. Do you believe that those numbers are</p> <p>3 accurate in the first large box?</p> <p>4 A. Yes.</p> <p>5 Q. If you take, for example, line item number</p> <p>6 23, previously billed materials stored, 26,000 dollars,</p> <p>7 correct?</p> <p>8 A. Correct.</p> <p>9 Q. And that's from the schedule of values, isn't</p> <p>10 it?</p> <p>11 A. Correct.</p> <p>12 Q. That's from the August 31st schedule of</p> <p>13 values, right?</p> <p>14 A. Correct.</p> <p>15 Q. If you look at line item number 23, of the</p> <p>16 schedule of values, that 65,500 is the total scheduled</p> <p>17 value?</p> <p>18 A. Correct.</p> <p>19 Q. 58,950 from previous applications, total to</p> <p>20 date 58,950 is completed and stored, or 90 percent?</p> <p>21 A. Correct.</p> <p>22 Q. Now, in the lower box of page 2, Exhibit 68,</p> <p>23 Ms. Allen has placed line item number 23, and says</p> <p>24 Helix schedule of value for line 23, 65,500, correct?</p> <p>25 A. Correct.</p>

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1 Q. Then she breaks that out into a labor portion  
2 of light fixture package and a material portion of  
3 light fixture package, and she says the labor portion  
4 was 39,500 and the material portion was 26,000, and  
5 that the amount paid to Helix was 53,055, correct?  
6 A. Correct.  
7 Q. She does that for line items 34, 87, 112 and  
8 126, correct?  
9 A. Correct.  
10 Q. She takes the schedule of value -- the  
11 scheduled value, right, and she breaks that up into a  
12 material and labor component, correct?  
13 A. Correct.  
14 Q. Is that an accurate way of assessing what  
15 Helix is billed on the -- on these line items?  
16 A. No.  
17 Q. Why not?  
18 A. The schedule of value for line items 23, 34,  
19 87, 112 and 126 is for material only. They do not  
20 involve labor.  
21 Q. Does the -- is there any labor line item that  
22 would apply to or be related to these material line  
23 items?  
24 A. Not the specific 23, 34, 87, 112 or 126, but  
25 different line items on the schedule of values.

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1 Q. Would account for labor --  
2 A. Would account for labor to install the light  
3 fixtures, correct.  
4 Q. So your testimony is those line items are  
5 purely material, correct?  
6 A. Correct.  
7 Q. So if Ms. Allen then says that the total  
8 materials portion of light fixture package for lines  
9 23, 34, 87, 112 and 126 is 179,250, that would just be  
10 wrong?  
11 A. Correct.  
12 Q. And if she says that the labor portion to  
13 install light fixture packages for -- excuse me, if she  
14 said the total materials for those line items was  
15 179,250, that would be wrong as well, correct?  
16 A. Correct.  
17 Q. And if she said the labor portion for those  
18 line items was 304,750, that would also be wrong,  
19 correct?  
20 A. Correct.  
21 Q. Did Helix overbill any of these line items  
22 23, 34, 87, 112 and 126?  
23 A. No.  
24 MR. ZIMBELMAN: That's all I have.  
25 ///

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1 FURTHER EXAMINATION  
2 BY MR. MOUNTEER:  
3 Q. Looking at that same box below that was  
4 prepared by Ms. Allen, you just testified that those  
5 particular line item numbers were for material only,  
6 correct?  
7 A. Correct.  
8 Q. Can you show me then where the line items are  
9 on the payment application for the labor, can you  
10 identify those particular lines for each one of those?  
11 A. Yes. So Exhibit 95, for line item 23 --  
12 Q. The labor would be which one?  
13 A. The labor would be items 28, 29, 30 and 31.  
14 Q. Okay, and the same for line 34, please?  
15 A. 34, they would be 51, 53, 55.  
16 Q. I'm sorry, trying to catch up. For 34 they  
17 are going to be 51?  
18 A. 51, 53, 55, 57.  
19 For 87 it would be 94, 96, 98, 100, 102, 104,  
20 106, 108, 110.  
21 Q. Okay.  
22 A. For 112 it would be 118, 120, 122, and 124.  
23 And for 126 it would be 132, 134, 136, 138.  
24 MR. MOUNTEER: All right. I have no further  
25 questions.

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1 FURTHER EXAMINATION  
2 BY MR. ZIMBELMAN:  
3 Q. Just to clarify, Andy, those numbers you read  
4 off, so for example, for line item 23, please tell me  
5 the line items that would have labor for those one more  
6 time.  
7 A. 28, 29, 30 and 31.  
8 Q. Now, those dollar values apply -- that are in  
9 those line items, so those dollar values apply only to  
10 the materials represented by line 23?  
11 A. A portion of. It has -- it has -- to install  
12 fixtures, to install devices, to install finish  
13 product.  
14 Q. So those line items of labor are for multiple  
15 activities?  
16 A. Correct.  
17 Q. Not just installing these items represented  
18 by number 23, correct?  
19 A. Correct.  
20 FURTHER EXAMINATION  
21 BY MR. MOUNTEER:  
22 Q. Just to make sure we understand before we  
23 close out the deposition, I'm only going to focus on  
24 number 23, make sure I have an understanding of it. So  
25 the light fixture package in line item 23 has a

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1 scheduled value of 65,000, you say is 90 percent done?

2 A. Correct.

3 Q. What you're saying is, 90 percent of those

4 products have been purchased and stored?

5 A. Correct.

6 Q. Okay. Now we go down to line 28, first floor

7 rough-in and trim, schedule of values of 25,000

8 dollars, that doesn't necessarily say that on the first

9 floor rough and trim, you have installed 90 percent of

10 those light fixtures; is that just saying there's 90

11 percent of that work done on that floor?

12 I'm trying to correlate exactly, because the

13 way I look at it here is in line item 23, you purchased

14 90 percent of the product.

15 A. Correct.

16 Q. Okay? And then we look down at 28, 29, 30

17 and 31, your rough-in and trims for those various

18 floors. Are you saying, because all of them also

19 appear to have 90 percent --

20 A. Complete.

21 Q. -- completion percentages, that there was

22 additional work that was not including the 90 percent

23 of the purchase, or has 90 percent of the product been

24 installed with 90 percent of the work? Is there a

25 correlation between the two?

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1 A. There's not an exact correlation between the

2 two.

3 Q. Can you give me a rough percentage of the

4 relationship between how much the product that was

5 purchased would have been installed at that time?

6 A. Not without a thorough review of -- the line

7 items 28, 29, 30, 31 include other installation of

8 materials that are separate from light fixtures.

9 Q. Okay. But the way I read this, just so I'm

10 clear, is in August of 2008, for these particular line

11 items that -- and I'm not just talking about, you know,

12 23, the labor under there, but the line items you

13 recognized for the labor of Helix number 23, 34, 87,

14 112 and 126, those related, you're claiming 90 percent

15 of the building was complete as far as Helix's scope of

16 work?

17 A. For these items 23, 34, 87, 112 and 126?

18 Q. Correct. I'm not saying that amount of

19 product was installed, but if you look at just the

20 secondary labor, just the labor items that you

21 recognize, I can go through those lines just to make

22 sure we have a clear record. So we are talking about

23 line 28, 29, 30, 31. Continuing on we are talking

24 about lines 50, 51, 53, 55 and 57. 94, 96, 98, 100,

25 102, 104, 108, 110, 118, 120, 122, 124, 132, 134, 136,

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1 138. So for that labor, you're claiming the percentage

2 that was completed, that's Helix's percentage of work

3 that was completed on that building at that time --

4 A. Correct.

5 Q. -- in August 2008?

6 A. Correct.

7 MR. ZIMBELMAN: On those line items.

8 MR. MOUNTEER: On those line items.

9 A. A couple of your numbers you missed, but it's

10 the ones labeled in the schedule of values either trim

11 or fixture trim.

12 BY MR. MOUNTEER:

13 Q. Which one -- I want to make sure I have those

14 numbers right.

15 A. So let's recap it. Let's recap it.

16 Q. Please.

17 A. For line item 23, it would be 28, 29, 30, 31.

18 Q. Got it.

19 A. For --

20 MR. ZIMBELMAN: Hold on. Sorry, go through

21 it again.

22 A. For 23, it would be 28, 29, 30 and 31. For

23 34, it would be 39, 40, 41, 42. For 87, it would be

24 94, 96, 98, 100, 102.

25 MR. ZIMBELMAN: Hang on.

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1 Not 92, correct?

2 THE WITNESS: I'm sorry, let's start over on

3 that building.

4 A. So on 87, the labor for 87 would be under 94,

5 96, 98, 100, 102, 104, 106, 108, and 110.

6 For 112, it would be 118, 120, 122, and 124.

7 And for 126, it would be 132, 134, 136, and

8 138.

9 MR. MOUNTEER: Thank you for clarifying that.

10 Us people who are not mathematically minded. Make sure

11 we get it down right.

12 All right, with that I have no further

13 questions.

14 MR. ZIMBELMAN: Thank you.

15 ( PROCEEDINGS ADJOURNED AT 11:50 AM )

16 \* \* \* \*

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1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )

3 ) ss:

4 COUNTY OF CLARK )

5 I, June W. Seid, a Certified Court Reporter

6 licensed by the State of Nevada, certify: That I

7 reported the deposition of ANDREW RIVERA, on Tuesday,

8 July 20, 2017, at 9:18 a.m.;

9 That prior to being deposed, the witness was

10 duly sworn by me to testify to the truth. That I

11 thereafter transcribed my said stenographic notes via

12 computer-aided transcription into written form, and

13 that the typewritten transcript is a complete, true and

14 accurate transcription of my said stenographic notes.

15 That review of the transcript was requested.

16 I further certify that I am not a relative,

17 employee or independent contractor of counsel or of any

18 of the parties involved in the proceeding; nor a person

19 financially interested in the proceeding; nor do I have

20 any other relationship that may reasonably cause my

21 impartiality to be questioned.

22 IN WITNESS WHEREOF, I have set my hand in my

23 office in the County of Clark, State of Nevada, this

24 1st day of August, 2017.

25 June W. Seid  
JUNE W. SEID, CCR NO. 485

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1 DEPOSITION ERRATA SHEET

2 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

3

4 Reason for change: \_\_\_\_

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6 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

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8 Reason for change: \_\_\_\_

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10 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

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12 Reason for change: \_\_\_\_

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14 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

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16 Reason for change: \_\_\_\_

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18 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

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20 Reason for change: \_\_\_\_

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22 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

23

24 SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

25 ANDREW RIVERA

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1 DEPOSITION ERRATA SHEET

2

3 Assignment No. J0581357

4 Case Caption: APCO Construction vs. Gemstone

5

6

7 DECLARATION UNDER PENALTY OF PERJURY

8

9 I declare under penalty of perjury that I

10 have read the entire transcript of my deposition taken

11 in the captioned matter or the same has been read to

12 me, and the same is true and accurate, save and except

13 for changes and/or corrections, if any, as indicated by

14 me on the DEPOSITION ERRATA SHEET hereof, with the

15 understanding that I offer these changes as if still

16 under oath.

17

18 Signed on the \_\_\_\_ day of

19 \_\_\_\_\_, 20\_\_.

20

21 \_\_\_\_\_

22 ANDREW RIVERA

23

24

25

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1 DEPOSITION ERRATA SHEET

2 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

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4 Reason for change: \_\_\_\_

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12 Reason for change: \_\_\_\_

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16 Reason for change: \_\_\_\_

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18 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

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20 Reason for change: \_\_\_\_

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22 Page No. \_\_\_\_ Line No. \_\_\_\_ Change to: \_\_\_\_

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24 SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

25 ANDREW RIVERA



JA000993

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

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**Supreme Court Case No. 77320**  
***Consolidated with 80508***

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**HELIX ELECTRIC OF NEVADA, LLC,**

Appellant,

v.

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

Respondent.

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**JOINT APPENDIX**  
**VOLUME 20**

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Eric B. Zimbelman, Esq. (9407)  
**PEEL BRIMLEY LLP**  
3333 E. Serene Avenue, Suite 200  
Henderson, NV 89074-6571  
Telephone: (702) 990-7272  
Facsimile: (702) 990-7273  
[ezimbelman@peelbrimley.com](mailto:ezimbelman@peelbrimley.com)  
*Attorneys for Appellant*  
*Helix Electric of Nevada, LLC*

Mary E. Bacon, Esq. (12686)  
**SPENCER FANE LLP**  
400 S. Fourth Street, Suite 500  
Las Vegas, NV 89101  
Telephone: (702) 408-3411  
Facsimile: (702) 408-3401  
[MBacon@spencerfane.com](mailto:MBacon@spencerfane.com)

John Randall Jefferies, Esq. (3512)  
Christopher H. Byrd, Esq. (1633)  
**FENNERMORE CRAIG, P.C.**  
300 S. Third Street, 14<sup>th</sup> Floor  
Las Vegas, NV 89101  
Telephone: (702) 692-8000  
Facsimile: (702) 692-8099  
[rjefferies@fclaw.com](mailto:rjefferies@fclaw.com)  
[cbyrd@fclaw.com](mailto:cbyrd@fclaw.com)  
*Attorneys for Respondent*

## **CHRONOLOGICAL APPENDIX OF EXHIBITS**

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
06-24-09	<b>Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
08-05-09	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
04-26-10	<b>CAMCO and Fidelity's Answer and CAMCO's Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
07-02-10	<b>Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default</b>	<b>JA000042- JA000043</b>	<b>1</b>
<b>06-06-13</b>	<b>APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (1) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	<b>JA000055- JA000316</b>	<b>1/2/4/5/6</b>
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	<b>JA000317- JA000326</b>	<b>6</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
06-13-13	Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
08-21-17	APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA000413- JA000418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>11-06-17</b>	<b>Helix Electric of Nevada’s Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC’s Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

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	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen’s Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
<b>11-06-17</b>	<b>APCO Construction, Inc.’s Omnibus Motion in Limine</b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCB Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.’s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting’s Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
11-14-17	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
11-14-17	<b>Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion in Limine</b>	<b>JA000994- JA001008</b>	<b>20</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine</b>	<b>JA001133 JA001148</b>	<b>21</b>

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>12-29-17</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion in <i>Limine</i> 1-6</b>	<b>JA001161- JA001169</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in <i>Limine</i> 1-4</b>	<b>JA001170- JA001177</b>	<b>22</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion in <i>Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>01-03-18</b>	<b>Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001187- JA001198</b>	<b>22</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court’s Order Granting Peel Brimley Lien Claimants’ Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

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	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-09-18	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order</b>	<b>JA001552- JA001560</b>	<b>27</b>

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	<b>Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>		
<b>01-10-18</b>	<b>Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time</b>	<b>JA001561- JA001573</b>	<b>27</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

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	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>1</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement ( <i>Admitted</i> )	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement ( <i>Admitted</i> )	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement ( <i>Admitted</i> )	JA001869- JA001884	30

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<sup>1</sup> Filed January 31, 2018



<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone <i>(Admitted)</i>	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work <i>(Admitted)</i>	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) <i>(Admitted)</i>	JA001981- JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33

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	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ( <i>Admitted</i> )	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ( <i>Admitted</i> )	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ( <i>Admitted</i> )	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ( <i>Admitted</i> )	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ( <i>Admitted</i> )	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
01-18-18	<b>Stipulation and Order Regarding Trial Exhibit Admitted into Evidence</b>	<b>JA002199- JA002201</b>	<b>36</b>
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41

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	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

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	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA002457- JA002494	43
	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44



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	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
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	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
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	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48

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	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61

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	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
<b>01-19-18</b>	<b>Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA005282- JA005283</b>	<b>78</b>
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>2</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>3</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80

<sup>2</sup> Filed January 31, 201879

<sup>3</sup> Filed January 31, 2018

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>4</sup></b>	<b>JA005820- JA005952</b>	81
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC’s (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.’s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>APCO Construction Inc.’s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC’s Responses to APCO Construction’s Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>

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<sup>4</sup> Filed January 31, 201883

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
05-08-18	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412- JA006442	87/88

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Munteer, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>05-31-18</b>	<b>Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]</b>	<b>JA006522 JA006540</b>	<b>89</b>
<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>06-15-18</b>	<b>APCO Construction, Inc.’s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Munteer in Support of APCO’s Supplement to its Motion for Attorney’s Fees	JA006639- JA006916	91/92/93 94/95/96
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943- JA006948	96



<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 2 – Notice of Entry of Denying APCO Construction’s Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949- JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
	Exhibit 4 – Order Denying <i>En Banc</i> Reconsideration	JA006959- JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964- JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC’s Response to Special Master Questionnaire	JA006977- JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.’s Response to Special Master Questionnaire	JA006981- JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal’s Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006- JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037- JA007060	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042- JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff’s Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057- JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion <i>in Limine</i>	JA007060- JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC’s Motion in Limine (against APCO Construction)	JA007070- JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions’ Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079- JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary	JA007085- JA007087	97

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Exhibit 15 – Notice of Association of Counsel	JA007088- JA007094	97
06-15-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007095- JA007120</b>	<b>97/98</b>
06-15-18	<b>Declaration of S. Judy Hirahara in support of National Woods’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
06-18-18	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA007190- JA007192</b>	<b>99</b>
06-21-18	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
06-29-18	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99

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<b>06-29-18</b>	<b>Helix Electric of Nevada, LLC's Reply Re: Motion to Retax</b>	<b>JA007225- JA007237</b>	<b>100</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>07-19-18</b>	<b>Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs</b>	<b>JA007246- JA007261</b>	<b>100</b>
<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>09-28-18</b>	<b>Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>
<b>07-12-19</b>	<b>Order Dismissing Appeal (Case No. 76276)</b>	<b>JA007313- JA007315</b>	<b>101</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
08-06-19	<b>Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	JA007316- JA007331	101
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC's Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC's Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401- JA007517	102/103

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518- JA007519	103
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	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586- JA008129	103/104/105 /106/107 /108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
	Exhibit 10 (Part Two)	JA008142- JA008149	109

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	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168- JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts	JA008323- JA008338	110

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	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368- JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379- JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008484- JA008504	111



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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531- JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552- JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602- JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665- JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112

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	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759- JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation’s Motion to Enforce Settlement Agreement and Enter Judgment	JA008762- JA008788	113
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<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
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	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
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	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.’s Counterclaim	JA008925- JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose’s Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966- JA008986	117/118

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	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)</b>	<b>JA009117- JA009123</b>	<b>119</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	<b>Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>
<b>01-29-20</b>	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	Exhibit A – 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.]	JA009137- JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	120
<b>02-11-20</b>	<b>APCO's Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168- JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada’s Motion for Rule 54(b) Certification	JA009183- JA00991	120

## **ALPHABETICAL APPENDIX OF EXHIBITS**

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<b>08-05-09</b>	<b>APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</b>	<b>JA000016 – JA000030</b>	<b>1</b>
<b>05-08-18</b>	<b>APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA006265- JA006284</b>	<b>85</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285- JA006356	85/86
	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
	Exhibit 7A – Billing Entries	JA006412-	87/88



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		JA006442	
	Exhibit 7B – Time Recap	JA006443- JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounter, Esq. in Support of Motion for Attorney’s Fees and Costs	JA006475- JA006478	88
	Exhibit 9 – APCO Construction, Inc.’s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
	Exhibit 10 – Depository Index	JA006488- JA006508	88/89
<b>06-06-13</b>	<b>APCO’s Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO’s Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time</b>	<b>JA000044- JA000054</b>	<b>1</b>
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO’s Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO’s Motion for Judgment Against Gemstone Only	JA000055- JA000316	1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6
<b>02-11-20</b>	<b>APCO’s Notice of Cross Appeal</b>	<b>JA009164- JA010310</b>	<b>120</b>
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.’s Motion for Attorney’s Fees and Costs; (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC’s	JA009168- JA009182	114

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183- JA00991	120
<b>11-06-17</b>	<b>APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i></b>	<b>JA000590 JA000614</b>	<b>9</b>
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.’s Initial Disclosures Pursuant to NRCP 16.1	JA000849- JA000856	12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.’s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC’s 30(b)(6) Witness Deposition Transcript taken July 20, 2017	JA000874- JA000897	12
<b>03-23-18</b>	<b>APCO Opposition to Helix Electric of Nevada, LLC’s Findings of Fact and Conclusions of Law</b>	<b>JA006125- JA006172</b>	<b>83/84</b>
<b>08-16-19</b>	<b>APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA008811- JA008821</b>	<b>114</b>
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822- JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825- JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent’s Response to Order to Show Cause	JA008829- JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893- JA008896	116
	Exhibit 5 – Chart of Claims	JA008897- JA008924	116
	Exhibit 6 – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925- JA008947	116/117

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Pacific Construction Company, Inc.'s Counterclaim		
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948- JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966- JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987- JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998- JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011- JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025- JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039- JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111- JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114- JA009116	119

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06-15-18	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs</b>	<b>JA006615- JA006637</b>	<b>90/91</b>
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639- JA006916	91/92/93 94/95/96
11-14-17	<b>APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in <i>Limine</i> Nos. 1-4</b>	<b>JA000929- JA000940</b>	<b>13/14</b>
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
08-21-17	<b>APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000393- JA000409</b>	<b>6/7</b>
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
03-08-18	<b>APCO Construction Inc.'s Post-Trial Brief</b>	<b>JA006059- JA006124</b>	<b>82/83</b>
11-15-17	<b>APCO Construction, Inc.'s Reply in Support of its Omnibus <i>Motion in Limine</i></b>	<b>JA001133 JA001148</b>	<b>21</b>

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	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
<b>06-29-18</b>	<b>APCO Construction, Inc.’s Reply in Support of its Motion for Attorney’s Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.</b>	<b>JA007198- JA007220</b>	<b>99</b>
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221- JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223- JA007224	99
<b>04-26-10</b>	<b>CAMCO and Fidelity’s Answer and CAMCO’s Counterclaim</b>	<b>JA000031- JA000041</b>	<b>1</b>
<b>11-14-17</b>	<b>Camco Pacific Construction Company, Inc.’s Opposition to Lien Claimants’ Motions in Limine Nos. 1-6</b>	<b>JA000898- JA000905</b>	<b>12</b>
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation’s April 28, 2009 letter to the Nevada State Contractor’s Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific’s letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13
<b>02-11-20</b>	<b>Case Appeal Statement</b>	<b>JA009157- JA009163</b>	<b>120</b>

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<b>08-08-18</b>	<b>Court's Decision on Attorneys' Fees and Cost Motions</b>	<b>JA007262- JA007280</b>	<b>100</b>
<b>06-15-18</b>	<b>Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs</b>	<b>JA007121- JA007189</b>	<b>98</b>
<b>06-13-13</b>	<b>Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone</b>	<b>JA000327</b>	<b>6</b>
<b>04-25-18</b>	<b>Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO</b>	<b>JA006194- JA006264</b>	<b>84/85</b>
<b>11-06-17</b>	<b>Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4</b>	<b>JA000534- JA000542</b>	<b>8</b>
	Exhibit 1 – Notice of Entry of Order	JA000543- JA000549	8
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	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
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<b>06-01-18</b>	<b>Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA006551- JA006563</b>	<b>90</b>
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564- JA006574	90
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575- JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581- JA006601	90

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	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC’s Motion for Attorneys’ Fees, Interest and Costs	JA006583- JA006588	90
	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
<b>08-06-19</b>	<b>Helix Electric of Nevada LLC’s Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO</b>	<b>JA007316- JA007331</b>	<b>101</b>
	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.’s Against APCO Construction, Inc.	JA007332- JA007335	101
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. Motion for Attorneys Fees and Costs (2) Granting APCO Construction, Inc.’s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada LLC’s Motion to Retax in Part and Denying in Part and all related matters (4) Granting Plaintiff in Intervention National Wood Products LLC’s Motion to Retax in Part and Denying in Part -and-(5) Granting National Wood Products, Inc.’s Motion to File a Surreply	JA007336- JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345- JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395- JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of	JA007401- JA007517	102/103



<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524- JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528- JA007541	103
	Exhibit 10 (Part One)	JA007537- JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543- JA007585	103
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	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130- JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants’ Motions for Partial Summary Judgment Against Gemstone Development West	JA008139- JA008141	109
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	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150- JA008167	109
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	Exhibit 10EG – Notice of Entry of Granting Plaintiff’s Motion to Dismiss	JA008171- JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178- JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215- JA008230	109
	Exhibit 10J – APCO Construction’s Answer to Accuracy Glass & Mirror Company’s First Amended Complaint re Foreclosure	JA008231- JA008265	109/110
	Exhibit 10K – Answer to Accuracy Glass & Mirror Company, Inc.’s Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008266- JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008286- JA008290	110
	Exhibit 10M – Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291- JA008306	110
	Exhibit 10N – APCO Construction’s Answer to Helix Electric’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307- JA008322	110
	Exhibit 10O – Answer to Helix Electric’s Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.’s Counterclaim	JA008323- JA008338	110
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC’s Motion for Attorney’s Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348- JA008367	110

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	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368- JA008378	110
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	Exhibit 10T -WRG Design, Inc.’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451- JA008486	111
	Exhibit 10U – APCO Construction’s Answer to WRG Design Inc.’s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468- JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.’s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc’s Counterclaim	JA008484- JA008504	111
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505- JA008512	111
	Exhibit 10X – WRG Design, Inc.’s Answer to Camco Pacific Construction Company, Inc.’s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing’s Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518- JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing’s Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction’s Counterclaim	JA008531- JA008551	111

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	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561- JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing’s Answer to Camco Pacific Construction Company’s Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589- JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint and Camco Pacific Construction, Inc.’s Counterclaim	JA008602- JA008621	112
	Exhibit 10FF – 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	JA008622- JA008624	112
	Exhibit 10GG – HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625- JA008642	112
	Exhibit 10HH – APCO Construction’s Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643- JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks’ Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658- JA008664	112

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665- JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682- JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686- JA008693	112
	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694- JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724- JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730- JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737- JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747- JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875- JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759- JA008780	113

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation’s Motion to Enforce Settlement Agreement and Enter Judgment	JA008762- JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789- JA008798	113
	Exhibit 16 – Notice of Appeal	JA008799- JA008810	113
<b>05-08-18</b>	<b>Helix Electric of Nevada, LLC’s Motion to Retax Costs Re: Defendant APCO Construction’s Memorandum of Costs and Disbursements</b>	<b>JA006509- JA006521</b>	<b>89</b>
<b>06-21-18</b>	<b>Helix Electric of Nevada, LLC’s Notice of Non-Opposition to its Motion for Attorney’s Fees, Interest and Costs</b>	<b>JA007193- JA007197</b>	<b>99</b>
<b>06-15-18</b>	<b>Helix Electric of Nevada, LLC’s Opposition to APCO Construction’s Motion for Attorneys’ Fees and Costs</b>	<b>JA006917 – JA006942</b>	<b>96</b>
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943- JA006948	96
	Exhibit 2 – Notice of Entry of Denying APCO Construction’s Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949- JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955- JA006958	96
	Exhibit 4 – Order Denying <i>En Banc</i> Reconsideration	JA006959- JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment	JA006964- JA006978	96

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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	Exhibit 6C – Zitting Brothers Construction, Inc.’s Response to Special Master Questionnaire	JA006985- JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal’s Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC’s Special Master Questionnaire	JA007002- JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006- JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037- JA007060	97
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042- JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff’s Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054- JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057- JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction’s Omnibus Motion <i>in Limine</i>	JA007060- JA007088	97

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	Exhibit 14 – Notice of Entry of Order Denying APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085- JA007087	97
	Exhibit 15 – Notice of Association of Counsel	JA007088- JA007094	97
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	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire	JA001056- JA001059	20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
<b>08-29-19</b>	<b>Helix Electric of Nevada LLC’s Reply to APCO’s Opposition to Helix Electric of Nevada LLC’s Motion to (I) Re-</b>	<b>JA009117- JA009123</b>	<b>119</b>



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	<b>Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO</b>		
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<b>03-23-18</b>	<b>Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief</b>	<b>JA006173- JA006193</b>	<b>84</b>
<b>06-24-09</b>	<b>Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint</b>	<b>JA000001- JA000015</b>	<b>1</b>
<b>01-12-18</b>	<b>Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]</b>	<b>JA001574- JA001594</b>	<b>27/28</b>
	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
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	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA001667	28/9/29
<b>03-08-18</b>	<b>Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law</b>	<b>JA005986- JA006058</b>	<b>8/821</b>
<b>03-08-18</b>	<b>Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law</b>	<b>JA005953- JA005985</b>	<b>81</b>
<b>01-04-18</b>	<b>Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time</b>	<b>JA001199- JA001217</b>	<b>22</b>
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
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<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants’ Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.’s Motion for Attorney’s Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant’s Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent’s Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant’s Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
	<b>Notice of Appeal</b>	<b>JA009132- JA009136</b>	<b>119/120</b>
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137- JA009166	120

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
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<b>06-01-18</b>	<b>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.]</b>	<b>JA006541 JA006550</b>	<b>90</b>
<b>09-28-18</b>	<b>Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply</b>	<b>JA007281- JA007299</b>	<b>100</b>
<b>12-29-17</b>	<b>Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i></b>	<b>JA001178- JA001186</b>	<b>22</b>
<b>07-02-18</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs</b>	<b>JA007238- JA007245</b>	<b>100</b>
<b>01-03-20</b>	<b>Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification</b>	<b>JA009124- JA009131</b>	<b>119</b>

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12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1-4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA000379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
11-06-17	Peel Brimley Lien Claimants' Motion <i>in Limine</i> Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.’s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC’s	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry’s Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.’s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC’s First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
<b>09-28-17</b>	<b>Peel Brimley Lien Claimants’ Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA000413- JA00418</b>	<b>7</b>
<b>01-09-18</b>	<b>Peel Brimley Lien Claimants’ Opposition to APCO Construction’s Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements</b>	<b>JA001552- JA001560</b>	<b>27</b>
<b>06-18-18</b>	<b>Plaintiff in Intervention National Wood Products, Inc.’s Joinder to Helix Electric of Nevada, LLC’s Opposition</b>	<b>JA007190- JA007192</b>	<b>99</b>

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if-Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
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	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	<b>APCO TRIAL EXHIBITS:</b>		
	<b>APCO Related Exhibits:</b>		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
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<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
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	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	<b>HELIX Related Exhibits:</b>		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
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	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
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	<b>Zitting Brothers Related Exhibits:</b>		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 “pending”	JA002501- JA002503	44

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
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	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
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	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	<b>National Wood Products Related Exhibits:</b>		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	<b>CAMCO Related Exhibits:</b>		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	<b>Helix Related Exhibits:</b>		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

<u>Date</u>	<u>Description</u>	<u>Bates Number</u>	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	<b>National Wood/Cabinetec Related Exhibits:</b>		
	Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798- JA002825	49
	<b>General Related Exhibits:</b>		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	<b>Helix Trial Exhibits:</b>		

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65/66/6 7/ 68/69/70 /71/72 /73/74/75/ 76/77
<b>01-17-18</b>	<b>Transcript Bench Trial (Day 1)<sup>5</sup></b>	<b>JA001668- JA001802</b>	<b>29/30</b>
	Trial Exhibit 1 - Grading Agreement (Admitted)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (Admitted)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (Admitted)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (Admitted)	JA001981- JA001987	32

<sup>5</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) <i>(Admitted)</i>	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochmour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause <i>(Admitted)</i>	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices <i>(Admitted)</i>	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks <i>(Admitted)</i>	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract <i>(Admitted)</i>	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record <i>(Admitted)</i>	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks <i>(Admitted)</i>	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment <i>(Admitted)</i>	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP <i>(Admitted)</i>	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner <i>(Admitted)</i>	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement <i>(Admitted)</i>	JA002121- JA002146	35



<u><b>Date</b></u>	<u><b>Description</b></u>	<u><b>Bates Number</b></u>	<u><b>Volume(s)</b></u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ( <i>Admitted</i> )	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ( <i>Admitted</i> )	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ( <i>Admitted</i> )	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ( <i>Admitted</i> )	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ( <i>Admitted</i> )	JA002189 – JA002198	36
<b>01-18-18</b>	<b>Transcript – Bench Trial (Day 2)<sup>6</sup></b>	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ( <i>Admitted</i> )	JA005371- JA005623	78/79/80
<b>01-19-18</b>	<b>Transcript – Bench Trial (Day 3)<sup>7</sup></b>	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric’s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ( <i>Admitted</i> )	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix’s Motion for Partial Summary Judgment against Gemstone ( <i>Admitted</i> )	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ( <i>Admitted</i> )	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ( <i>Admitted</i> )	JA005806-	80

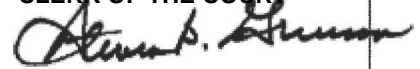
<sup>6</sup> Filed January 31, 201879

<sup>7</sup> Filed January 31, 2018

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Bates Number</u></b>	<b><u>Volume(s)</u></b>
	Trial Exhibit 536 – Lien math calculations (handwritten) ( <i>Admitted</i> )	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence ( <i>Admitted</i> )	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ( <i>Admitted</i> )	JA005817- JA005819	81
<b>01-24-18</b>	<b>Transcript – Bench Trial (Day 5)<sup>8</sup></b>	<b>JA005820- JA005952</b>	81
<b>01-24-19</b>	<b>Transcript for All Pending Fee Motions on July 19, 2018</b>	<b>JA007300- JA007312</b>	<b>100/101</b>

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<sup>8</sup> Filed January 31, 2018



RICHARD L. PEEL, ESQ.  
Nevada Bar No. 4359  
ERIC B. ZIMBELMAN, ESQ.  
Nevada Bar No. 9407  
**PEEL BRIMLEY LLP**  
3333 E. Serene Avenue, Suite 200  
Henderson, NV 89074-6571  
Telephone: (702) 990-7272  
Facsimile: (702) 990-7273  
ezimbelman@peelbrimley.com  
rpeel@peelbrimley.com  
*Attorneys for Helix Electric of Nevada, LLC*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

APCO CONSTRUCTION, a Nevada  
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,  
Nevada corporation; NEVADA  
CONSTRUCTION SERVICES, a Nevada  
corporation; SCOTT FINANCIAL  
CORPORATION, a North Dakota corporation;  
COMMONWEALTH LAND TITLE  
INSURANCE COMPANY; FIRST  
AMERICAN TITLE INSURANCE  
COMPANY and DOES I through X,

Defendants.

AND ALL RELATED MATTERS.

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

*Consolidated with:*  
A571792, A574391, A577623, A580889,  
A583289, A584730, and A587168

**HELIX ELECTRIC OF NEVADA'S  
OPPOSITION TO APCO  
CONSTRUCTION'S OMNIBUS MOTION  
IN LIMINE**

**Hearing Date (per prior Order):**

**November 16, 2017**

**9:00 A.M.**

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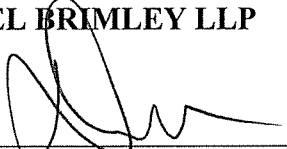
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**HELIX ELECTRIC OF NEVADA'S OPPOSITION TO APCO  
CONSTRUCTION'S OMNIBUS MOTION IN LIMINE**

COMES NOW HELIX ELECTRIC OF NEVADA, LLC ("Helix") and does hereby submit the following Opposition to APCO Construction's ("APCO") Omnibus Motion in Limine. This Opposition is based on the Memorandum of Points and Authorities in Support of this Motion that follows, the pleadings and papers on file, and such matters as may be considered by the Court.

DATED this 14<sup>th</sup> day of November 2017.

PEEL BRIMLEY LLP

 (10567)  
RICHARD L. PEEL, ESQ.

Nevada Bar No. 4359

ERIC B. ZIMBELMAN, ESQ.

Nevada Bar No. 9407

3333 E. Serene Avenue, Suite 200

Henderson, NV 89074-6571

Telephone: (702) 990-7272

Fax: (702) 990-7273

[ezimbelman@peelbrimley.com](mailto:ezimbelman@peelbrimley.com)

[rpeel@peelbrimley.com](mailto:rpeel@peelbrimley.com)

*Attorneys for Helix Electric of Nevada LLC*

**INTRODUCTION/SUMMARY OF ARGUMENT**

Helix opposes APCO's Motions in Limine ("MIL") as it pertains to Helix and specifically MIL Nos. 3, 5 and 7.<sup>1</sup> Specifically but without limitation:

- Helix opposes APCO's MILs generally on the ground and to the extent they are more correctly viewed as motions for summary judgment, which would have been made months ago and for which greater time periods of opposition are provided by the rules. Helix objects to APCO's willful flaunting of the rules so

<sup>1</sup> APCO's Motion in Limine Nos. 1 and 4 are directed solely to Zitting Bros., Inc.; APCO's Motion in Limine No. 2 does not apply to Helix, which appeared at the pretrial conference; APCO's Motion in Limine No. 6 does not apply to Helix, who presented a witness for deposition. To the extent APCO intended to suggest the contrary, it should have more specifically identified Helix as a party whose rights it seeks to impact by way of these motions. In such a case, APCO would be prepared to demonstrate that these motions have no factual applicability to Helix

as to seek dispositive determinations under the guise of motions intended to identify objectionable evidentiary matters.

- Helix opposes APCO's MIL No. 3 because the existence of a written contract has not been (and may not be established) such that Helix may be entitled to the benefit of unjust enrichment;
- Helix Opposes MIL No. 5 because this motion seeks an overly broad and blanket determination of potential waiver of lien claims and rights without identifying a single factual basis for such a determination or indicating which claims it is seeking to have deemed waived. This MIL addresses matters that would be more appropriate in a summary judgment setting where facts and factual disputes could be identified and it is plainly inappropriate in a motion in limine. The MIL is also contrary to decades of Nevada lien jurisprudence and codified public policy favoring lien claimants and rejecting contract provisions that deprive contractors of their statutory rights.
- Helix Opposes APCO's Mil No. 7 because APCO has misrepresented and/or taken out of context the testimony of Helix's PMK witness in an improper and unfair attempt to limit Helix's damages. Further, and to the extent APCO intends to suggest that its contractual obligation to Helix (e.g., payment) novated to the general contractor hired by the project owner to replace APCO, APCO has made no effort to demonstrate – and cannot demonstrate – the basic elements of a novation. Again, this is a motion that should have been brought as a motion for summary judgment and, because there are genuine issues of material fact, it should be denied.

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION AND GENERAL OBJECTION TO OMNIBUS MOTION IN**  
3 **LIMINE**

4 This Court certainly has the authority to hear and grant motions in limine as “advance  
5 rulings for the Court on the admissibility of evidence.” Nev. R. Civ. P. 16(c)(3). *State ex rel*  
6 *Dep’t of Hwys v. Nevada Aggregates & Asphalt Co.*, 92 Nev. 370, 551 P.2d 1095 (1976)  
7 (motions in limine are within the district court’s discretionary powers). *See also* E.D.C.R. 2.47.

8 However, the purpose of a motion in limine is “to avoid cluttering up the trial and to  
9 reduce the need for sidebar conferences and arguments *outside the presence of the jury.*”  
10 *Richmond v. State*, 59 P.3d 1249, 1254 (Nev. 2002) (emphasis added). Thus, the true purpose  
11 of a motion in limine is to avoid tainting the jury with prejudicial information and wasting its  
12 time during trial. *See Cramer v. Sabine Transp. Co.*, 141 F.Supp.2d 727, 733 (S.D. Tex.  
13 2001). In *Cramer*, the plaintiff filed a motion in limine for a bench trial and the federal court  
14 denied it out-of-hand, observing as follows:

15 Motions in limine are intended to prevent allegedly prejudicial evidence from  
16 being so much as whispered before a jury prior to obtaining the Court’s  
17 permission to broach the topic. *In a bench trial, such procedures are*  
*unnecessary, as the Court can and does readily exclude from its consideration*  
*inappropriate evidence of whatever ilk.*

18 *Cramer*, 141 F.Supp. 2d at 733 (emphasis added).

19 Furthermore, a motion in limine should present ample information so that a trial court  
20 can “thoroughly explore” the substance of the moving party’s objection and make a ruling that  
21 is “explicit and definitive.” *Richmond*, 59 P.3d 1249, 1254-55 (Nev. 2002) citing *Palmerin v.*  
22 *City of Riverside*, 794 F.2d 1409, 1413 (9th Cir.1986). Thus, motions in limine should not  
23 contain broad or general objections. *State v. Vukasin*, 75 P.3d 1284, 1291 (Mont. 2003).  
24 Commentators and courts have pointed out that,

25 Care must be exercised to avoid indiscriminate application of [a motion in limine]  
26 lest parties be prevented from even trying to prove their contentions ... [A] motion  
27 in limine is not ordinarily employed to choke off an entire claim or defense . . . .  
28 The motion is a drastic one, preventing a party as it does from presenting his  
evidence in the usual way. Its use should be exceptional rather than general.

*Lewis v. Buena Vista Mut. Ins. Assoc.*, 183 N.W.2d 198, 201 (Iowa 1971)(citing Davis, *The Motion in Limine – A Neglected Trial Technique*, 5 Washburn L.J. 232; Holtorf, *Motions to Limit Evidence*, 46 Neb. L. Rev. 502). The California Court of Appeals has cautioned its trial courts to “carefully scrutinize and control” motions in limine, as the “inherent dangers” of a motion in limine may (1) prevent a party from offering evidence to support its case, and (2) “successfully guide the court’s attention away from” the real issues. *Kelly v. New West Federal Savings*, 49 Cal.App.4<sup>th</sup> 659 (1996).

In most cases, a trial judge is not in a position to rule on the admissibility of evidence before a trial begins because the court does not have the proper context to determine whether the evidence is relevant. In other words, issues pertaining to motions in limine should be reserved until trial when:

... the court has enough factual information to make a decision on the motion based upon the context. . . . Events in the trial may change the context in which the evidence is offered. . . . ‘[U]ntil the evidence is actually offered, and the court is aware of its relevance in context, its probative value, and its potential for prejudice, matters related to the state of the evidence at the time an objection is made, *the court cannot intelligently rule on admissibility.*

*Kelly*, 49 Cal.App.4<sup>th</sup> at 659 (emphasis added) (citations omitted).

As more fully discussed below, most of APCOs MILs, which are simply untimely motions for summary judgment masquerading as MILs, are vague and overly broad attempts to limit claims and evidence that take what limited facts are provided entirely out of context. This Court is more than capable of determining evidentiary issues as they may arise in the case and distinguishing them from the types of dispositive rulings APCO seeks by way of its Omnibus Motion in Limine. For these reasons alone, the Court should deny APCO’s MILs.

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1     **II.     DISCUSSION**

2           **A.     MIL NO. 3 Should Be Denied as to Helix**

3           By way of MIL No. 3, APCO seeks a dispositive determination that there are no facts  
4     that might justify the cause of action, asserted by Helix and others, of unjust enrichment.  
5     APCO argues that it “has a contract with all four subcontractors” and (in what appears to be a  
6     sleight of hand) asserts that such contracts bar the subcontractors’ claims for unjust enrichment  
7     that may not be available when there is “an express, written contract.” See APCO Motion  
8     pp,11:21 – 12:3 (emphasis added). In so doing, APCO reveals the fallacy of its motion – the  
9     existence of a express written contract is a prerequisite to this theory and that fact must first be  
10    established in trial.

11           An action based on a theory of unjust enrichment is not available when there is an  
12    express, written contract, because no agreement can be implied when there is an express  
13    agreement. *Leasepartners Corp. v. Robert L. Brooks Tr. Dated Nov. 12, 1975*, 113 Nev. 747,  
14    755–56, 942 P.2d 182, 187 (1997) citing Am.Jur.2d Restitution § 6 (1973). “The doctrine of  
15    unjust enrichment or recovery in quasi contract applies to situations where there is no legal  
16    contract but where the person sought to be charged is in possession of money or property  
17    which in good conscience and justice he should not retain but should deliver to another [or  
18    should pay for].” *Leasepartners citing* 66 Am.Jur.2d Restitution § 11 (1973).

19           “The essential elements of quasi contract are a benefit conferred on the defendant by  
20    the plaintiff, appreciation by the defendant of such benefit, and acceptance and retention by the  
21    defendant of such benefit under circumstances such that it would be inequitable for him to  
22    retain the benefit without payment of the value thereof.” *Unionamerica Mtg. v. McDonald*, 97  
23    Nev. 210, 212, 626 P.2d 1272, 1273 (1981) (quoting *Dass v. Epplen*, 162 Colo. 60, 424 P.2d  
24    779, 780 (1967)). Additionally, unjust enrichment occurs “when ever [sic] a person has and  
25    retains a benefit which in equity and good conscience belongs to another.” *Unionamerica Mtg.*,  
26    97 Nev. at 212, 626 P.2d at 1273.

27    ///

28    ///



1           There is no question that Helix and the other subcontractors provided a benefit to  
2   APCO in the service of APCO's contract with the project owner. But for the labor, materials  
3   and equipment they furnished to APCO, APCO would not have been able to perform its  
4   contractual obligations and receive payment from the Owner. Now, however, that the Owner  
5   has failed to pay APCO and the property has been sold in favor of senior lienors, APCO seeks  
6   to avoid its contractual obligations to the subcontractors/lien claimants while simultaneously  
7   insisting that these same contracts bar the subcontractors/lien claimants from recovery through  
8   equitable measures. More egregiously, APCO asserts these defenses by way of a motion in  
9   limine rather than a motion for summary judgment (for which the time has passed to bring the  
10   same) in which a fuller factual case may be presented. Helix respectfully submits that the  
11   Court should deny MIL No. 3 on this basis alone, hear the evidence at trial and render a  
12   determination as to the applicability of unjust enrichment thereafter.

13           Specific to Helix, it is (as APCO's PMK has acknowledged) not at all clear that Helix  
14   and APCO reached a meeting of the minds with respect to the purported written agreement  
15   between them. Frankly, APCO should be sanctioned for knowingly offering an incomplete  
16   copy of the Helix Subcontract document in an apparent effort to deceive the court as to the true  
17   facts as testified to by APCO PMK. APCO's PMK, Brian Benson, identified and affirmed that  
18   the document identified as Benson Deposition Exhibit 15 (**Exhibit 1** hereto) is the subcontract  
19   agreement and an important addendum known as the "Helix Electric Exhibit." As Mr. Benson  
20   had to acknowledge, the Helix Electric Addendum, which was provided to APCO at the time  
21   Helix signed the APCO subcontract agreement, remained in dispute until the time that APCO  
22   ceased working on the Project. [See Ex. 1, Benson Dep. Tx. 78:2-81-3].

23           Specifically, but without limitation, an email exchange in July 2008 (just a few weeks  
24   before APCO stopped work) between APCO's project manager, Randy Nickerl and Helix's  
25   Vice President, Bob Johnson is instructive. [See **Exhibit 2**; Benson Dep. Ex, 16]. In that  
26   email, APCO's project manager makes clear that APCO has "gone through [the Helix Electric  
27   Addendum] and done all I can." However, APCO's Project Manager made strikethroughs and  
28   other revisions to the document that Helix never agreed to. [See Ex. 2]. Under these

1 circumstances, the nature and existence of any “express written contract” between Helix and  
2 APCO is at the very least a question of fact for trial. As such, the basis of APCO’s MIL No. 3  
3 is unfounded and the motion should be denied.

4 Helix respectfully requests that the Court deny APCO’s MIL NO. 3 as to Helix.

5 **B. APCO MIL No. 5 Should Be Denied as to Helix.**

6 By way of its MIL No. 5, APCO seeks to “exclude evidence of claims that were not  
7 delineated on lien releases.” [See APCO MIL p. 14]. APCO goes on to assert that any such  
8 “claim not delineated” is waived based upon a provision in the APCO subcontract. [See *Id.*].  
9 First, because APCO does not identify any specific claims of any specific parties that is it  
10 seeking to bar, this MIL is egregiously overbroad and does not allow the court to “thoroughly  
11 explore” the substance of the moving party’s objection and make a ruling that is “explicit and  
12 definitive.” *Richmond*, 59 P.3d 1249, 1254-55 (Nev. 2002). For this reason alone, it should be  
13 denied. Helix (and presumably every other subcontractor reading MIL No. 3, has no idea what  
14 claims APCO seeks to bar from which parties. Furthermore, as to Helix and others, APCO has  
15 never raised these defenses in any discovery responses or in response to deposition questions  
16 and it is hard to understand why APCO would now (or during trial) be entitled to raise such  
17 broad and essentially unknowable objections.

18 Importantly, because the documents APCO apparently intends to offer in support of its  
19 waiver argument are lien releases, this matter is wholly controlled by NRS Chapter 108.  
20 Among other things, the form and content of mechanics lien releases are controlled by NRS  
21 108.2457 and any deviation from the same renders a release void and unenforceable. See NRS  
22 108.2457(5) (“waiver and release given by any lien claimant is unenforceable unless it is in the  
23 following forms in the following circumstances ...”). Moreover, because “any term of a  
24 contract that attempts to waive or impair the lien rights of a contractor, subcontractor or  
25 supplier is void” (see NRS 108.2457(1)) APCO’s reliance upon any contract term that is  
26 contrary to or seeks to modify the strict requirements of NRS Chapter 108 must be ignored.

27 ///

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1 Finally, even if lien rights were not at issue (and APCO is clearly relying upon  
2 mechanic's lien releases), NRS 624.628(3) renders void and unenforceable any "condition  
3 stipulation or provision" of a contract that (a) "[r]equires a lower-tiered contractor to waive any  
4 rights provided in NRS 624.624 to 624.630, inclusive, or which limits those rights," or (b)  
5 "[r]elieves a higher-tiered contractor of any obligation or liability imposed pursuant to NRS  
6 624.624 to 624.630, inclusive, because such a condition stipulation or provision is contrary to  
7 public policy. In short, APCO (itself a contractor that, earlier in this case, relied on such  
8 statutory provisions) appears to have forgotten the long-established public policy in favor of  
9 mechanic's liens to "secure payment to those who perform labor or furnish material to improve  
10 the property of the owner." *Lehrer McGovern Bovis v. Bullock Insulation, Inc.*, 124 Nev. 1102,  
11 1115-1116, 197 P.3d 1032, 1041 (2008).

12 **C. APCO MIL NO. 7 Should Be Denied as to Helix.**

13 APCO's MIL No. 7 is itself an Omnibus Motion in Limine because it seeks to bar  
14 evidence or argument as to various subcontractors for various reasons, all under the guise of  
15 seeking to limit claimants to damages disclosed in their pre-trial disclosures, the Special  
16 Master Questionnaire, and deposition testimony (as selectively interpreted by APCO).  
17 Generally, Helix objects to this motion because it misrepresents the various disclosures  
18 generally and the Special Master Questionnaire specifically. As APCO is aware (because its  
19 counsel negotiated the form of the document with the undersigned), the Special Master  
20 Questionnaire specifically states in Footnote 1 that "this preliminary estimated allocation is for  
21 APCO's and Camco's exposure budgeting purposes only and shall not be deemed a waiver,  
22 election or bar to assertion of claims or allocation and may not be offered in evidence against  
23 any claimant." [See **Exhibit 3**]. Unsurprisingly, APCO did not attach a copy of the Special  
24 Master Questionnaire to its MIL because, of course, the documents expressly contradicts  
25 APCO's argument.

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28 ///

Specifically, with respect to that portion of APCO's MIL No. 7 that expressly pertains to Helix, the Court should also deny that motion to the extent it seeks to limit Helix's claims against APCO to the more than \$505,000.00 in retention (money indisputably earned by Helix and withheld from payments) owed by APCO. In fact, as set forth in Helix's Special Master Questionnaire, Helix is seeking to hold both APCO and Camco responsible for all amounts owing. [See Ex. 3]. To the extent APCO asserts that Helix's PMK agreed that Helix has changed that position, APCO is wrong and has taken the deposition testimony out of context. Importantly, but without limitation, APCO's MIL cites excerpts of the deposition while omitting the immediately preceding testimony and response:

Q: So are you faulting APCO for any payments that weren't made under CAMCO?

A: I do not know. If that's a legal – I'm not sure.

[Exhibit 4, Rivera Dep. TX 53:13-16]. In other words, while APCO carefully focused the witness on the fact of when the monies were earned and who was serving as the owner's general contractor at the time such monies were earned, the witness appropriately reserved the issue of law APCO seeks to avoid: whether APCO can avoid responsibility for the losses incurred by its subcontractors simply because APCO chose to walk off the project and the owner brought in a (at least financially) incompetent replacement general contractor. Helix and the other subcontractors who seek to hold APCO responsible for losses after APCO ceased work on the project respectfully submit that the Court should not allow APCO to simply walk away from its responsibilities to the subcontractors it hired.

Here, APCO apparently contends that its obligations to Helix (and others) novated to Camco. A novation, or substituted contract, "is a contract that is itself accepted ... in satisfaction of [an] existing duty" which "discharges the original duty." Restatement (Second) of Contracts § 279 (Am. Law Inst. 1981). In Nevada, a novation consists of four elements: (1) there must be an existing valid contract; (2) all parties must agree to a new contract; (3) the new contract must extinguish the old contract; and (4) the new contract must be valid. *United*

1 *Fire Ins. Co. v. McClelland*, 105 Nev. 504, 508, 780 P.2d 193, 195 (1989) citing *Boswell v.*  
2 *Lyon*, 401 N.E.2d 735, 741 (Ind.Ct.App.1980). If all four elements exist, a novation occurred.  
3 *Id.* Additionally, the intent of all parties to cause a novation must be clear. *McClelland*, 105  
4 Nev. at 508 citing *Pink v. Busch*, 100 Nev. 684, 690, 691 P.2d 456, 460 (1984). Novation is a  
5 question of law only when the agreement and consent of the parties are unequivocal.  
6 *McClelland*, 105 Nev. at 508 citing *Downing v. Dial*, 426 N.E.2d 416, 419 (Ind.Ct.App.1981).  
7 Whether a novation occurred is a question of fact if the evidence is such that reasonable  
8 persons can draw more than one conclusion. *McClelland*, 105 Nev. at 508 citing *Herb Hill*  
9 *Ins., Inc. v. Radtke*, 380 N.W.2d 651, 654 (N.D.1986).

10 Of course, APCO did not bring the present issue before the Court on a motion for  
11 summary judgment where these issues, and the underlying facts, could be fully developed.  
12 Instead, APCO seeks to resolve complicated issues of law and fact by way of a motion in  
13 limine, which is at best inappropriate. Nonetheless, and because APCO has not provided the  
14 Court with any context for its novation argument, it appears that APCO intends to argue that  
15 Helix (and others) agreed to novate APCO's payment (and other) obligations such that Helix  
16 would look only to Camco for payment after the time APCO ceased working on the Project.  
17 However, and as noted above, APCO must first prove (among other things) that Helix entered  
18 into a new contract with Camco and that the new contract extinguished the contract between  
19 Helix and APCO. See *McClelland*, 105 Nev. at 508.

20 Here, however, Camco's PMK witness was unable to produce or identify any executed  
21 written agreement between Camco and Helix. [See Exhibit 5; Parry Dep. 18:3 – 22:6 and Exs.  
22 21, 22]. Camco also did not produce and its PMK was also unable to identify any executed  
23 Ratification Agreement between Helix and Camco. [Parry Dep. 25:5 – 26:4]. Under these  
24 circumstances, APCO can at best demonstrate that Helix continued to work on the Project after  
25 APCO left the Project and while the Owner employed a replacement general contractor that it  
26 imposed on the subcontractors. This is hardly evidence of novation or grounds to bar Helix  
27 from seeking compensation for its work from the general contractor (APCO) that originally  
28 hired it to work on the Project.

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

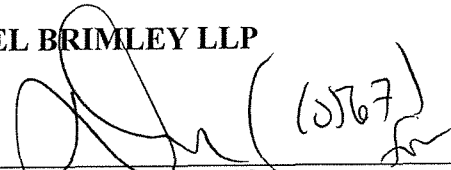
1 For these reasons the Court should deny APCO' MIL No. 7 as it applies to Helix.

2 **CONCLUSION**

3 Based on the foregoing, Helix respectfully requests that the Court deny APCO's  
4 Omnibus Motion in Limine in its entirety as it relates to Helix.

5 DATED this 14th day of November 2017.

6 **PEEL BRIMLEY LLP**

7  (5767)  
8 \_\_\_\_\_  
9 RICHARD L. PEEL, ESQ.  
10 Nevada Bar No. 4359  
11 ERIC B. ZIMBELMAN, ESQ.  
12 Nevada Bar No. 9407  
13 3333 E. Serene Avenue, Suite 200  
14 Henderson, NV 89074-6571  
15 Telephone: (702) 990-7272  
16 ezimbelman@peelbrimley.com  
17 rpeel@peelbrimley.com  
18 *Attorneys for Helix Electric of Nevada, LLC*

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of PEEL BRIMLEY LLP and that on this 14<sup>th</sup> day of November, 2017, I caused the above and foregoing document entitled **HELIX ELECTRIC OF NEVADA'S OPPOSITION TO APCO CONSTRUCTION'S OMNIBUS MOTION IN LIMINE** 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 to the party(ies) and/or attorney(s) listed below; and/or
- ☒ to registered parties via Wiznet, the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☐ to be hand-delivered; and/or
- ☐ other \_\_\_\_\_

**APCO Construction:**

Rosie Wesp ([rwesp@maclaw.com](mailto:rwesp@maclaw.com))

**Camco Pacific Construction Co Inc:**

Steven Morris ([steve@gmdlegal.com](mailto:steve@gmdlegal.com))

**Camco Pacific Construction Co Inc:**

Steven Morris ([steve@gmdlegal.com](mailto:steve@gmdlegal.com))

**Fidelity & Deposit Company Of Maryland:**

Steven Morris ([steve@gmdlegal.com](mailto:steve@gmdlegal.com))

**E & E Fire Protection LLC:**

Tracy Truman ([DISTRICT@TRUMANLEGAL.COM](mailto:DISTRICT@TRUMANLEGAL.COM))

**Interstate Plumbing & Air Conditioning Inc:**

Jonathan Dabbieri ([dabbieri@sullivanhill.com](mailto:dabbieri@sullivanhill.com))

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

Richard Tobler ([rltldck@hotmail.com](mailto:rltldck@hotmail.com))

Tammy Cortez ([tcortez@caddenfuller.com](mailto:tcortez@caddenfuller.com))

S. Judy Hirahara ([jhirahara@caddenfuller.com](mailto:jhirahara@caddenfuller.com))

Dana Kim ([dkim@caddenfuller.com](mailto:dkim@caddenfuller.com))

Richard Reincke ([rreincke@caddenfuller.com](mailto:rreincke@caddenfuller.com))

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

**Chapter 7 Trustee:**

Jonathan Dabbieri ([dabbieri@sullivanhill.com](mailto:dabbieri@sullivanhill.com))  
Jennifer Saurer ([Saurer@sullivanhill.com](mailto:Saurer@sullivanhill.com))  
Gianna Garcia ([ggarcia@sullivanhill.com](mailto:ggarcia@sullivanhill.com))  
Elizabeth Stephens ([stephens@sullivanhill.com](mailto:stephens@sullivanhill.com))

**Other Service Contacts not associated with a party on the case:**

Caleb Langsdale, Esq. ([caleb@langsdalelaw.com](mailto:caleb@langsdalelaw.com))  
Cody Mounteer, Esq. ([cmounteer@marquisaurbach.com](mailto:cmounteer@marquisaurbach.com))  
Cori Mandy, Legal Secretary ([cori.mandy@procopio.com](mailto:cori.mandy@procopio.com))  
Donald H. Williams, Esq. ([dwilliams@dhwlawlv.com](mailto:dwilliams@dhwlawlv.com))  
Marisa L. Maskas, Esq. ([mmaskas@pezzillolloyd.com](mailto:mmaskas@pezzillolloyd.com))  
Martin A. Little, Esq. ([mal@juww.com](mailto:mal@juww.com))  
Aaron D. Lancaster ([alancaster@gerrard-cox.com](mailto:alancaster@gerrard-cox.com))  
Agnes Wong ([aw@juww.com](mailto:aw@juww.com))  
Andrew J. Kessler ([andrew.kessler@procopio.com](mailto:andrew.kessler@procopio.com))  
Becky Pintar ([bpintar@gglt.com](mailto:bpintar@gglt.com))  
Benjamin D. Johnson ([ben.johnson@btjd.com](mailto:ben.johnson@btjd.com))  
Beverly Roberts ([broberts@trumanlegal.com](mailto:broberts@trumanlegal.com))  
Brad Slighting ([bslighting@djplaw.com](mailto:bslighting@djplaw.com))  
Caleb Langsdale ([Caleb@Langsdalelaw.com](mailto:Caleb@Langsdalelaw.com))  
Calendar ([calendar@litigationservices.com](mailto:calendar@litigationservices.com))  
Cheri Vandermeulen ([cvandermeulen@dickinsonwright.com](mailto:cvandermeulen@dickinsonwright.com))  
Christine Spencer ([cspencer@dickinsonwright.com](mailto:cspencer@dickinsonwright.com))  
Christine Taradash ([CTaradash@maazlaw.com](mailto:CTaradash@maazlaw.com))  
Cindy Simmons ([csimmons@djplaw.com](mailto:csimmons@djplaw.com))  
Courtney Peterson ([cpeterson@maclaw.com](mailto:cpeterson@maclaw.com))  
Cynthia Kelley ([ckelley@nevadafirm.com](mailto:ckelley@nevadafirm.com))  
David J. Merrill ([david@djmerillpc.com](mailto:david@djmerillpc.com))  
David R. Johnson ([djohnson@watttieder.com](mailto:djohnson@watttieder.com))  
Debbie Holloman ([dholloman@jamsadr.com](mailto:dholloman@jamsadr.com))  
Debbie Rosewall ([dr@juww.com](mailto:dr@juww.com))  
Debra Hitchens ([dhitchens@maazlaw.com](mailto:dhitchens@maazlaw.com))  
Depository ([Depository@litigationservices.com](mailto:Depository@litigationservices.com))  
District filings ([district@trumanlegal.com](mailto:district@trumanlegal.com))  
Donna Wolfbrandt ([dwolfbrandt@dickinsonwright.com](mailto:dwolfbrandt@dickinsonwright.com))  
Douglas D. Gerrard ([dgerrard@gerrard-cox.com](mailto:dgerrard@gerrard-cox.com))  
E-File Desk ([EfileLasVegas@wilsonelser.com](mailto:EfileLasVegas@wilsonelser.com))  
Eric Dobberstein ([edobberstein@dickinsonwright.com](mailto:edobberstein@dickinsonwright.com))  
Erica Bennett ([e.bennett@kempjones.com](mailto:e.bennett@kempjones.com))  
Floyd Hale ([fhale@floydhale.com](mailto:fhale@floydhale.com))  
George Robinson ([grobinson@pezzillolloyd.com](mailto:grobinson@pezzillolloyd.com))  
Gwen Rutar Mullins ([grm@h2law.com](mailto:grm@h2law.com))  
Hrustyk Nicole ([Nicole.Hrustyk@wilsonelser.com](mailto:Nicole.Hrustyk@wilsonelser.com))  
I-Che Lai ([I-Che.Lai@wilsonelser.com](mailto:I-Che.Lai@wilsonelser.com))  
Jack Juan ([jjuan@marquisaurbach.com](mailto:jjuan@marquisaurbach.com))  
Jennifer Case ([jcase@maclaw.com](mailto:jcase@maclaw.com))  
Jennifer MacDonald ([jmacdonald@watttieder.com](mailto:jmacdonald@watttieder.com))



Jennifer R. Lloyd ([Jlloyd@pezzillolloyd.com](mailto:Jlloyd@pezzillolloyd.com))  
Jineen DeAngelis ([jideangelis@foxrothschild.com](mailto:jideangelis@foxrothschild.com))  
Jorge Ramirez ([Jorge.Ramirez@wilsonelser.com](mailto:Jorge.Ramirez@wilsonelser.com))  
Kathleen Morris ([kmorris@mcdonaldcarano.com](mailto:kmorris@mcdonaldcarano.com))  
Kaytlyn Bassett ([kbassett@gerrard-cox.com](mailto:kbassett@gerrard-cox.com))  
Kelly McGee ([kom@juww.com](mailto:kom@juww.com))  
Kenzie Dunn ([kdunn@btjd.com](mailto:kdunn@btjd.com))  
Lani Maile ([Lani.Maile@wilsonelser.com](mailto:Lani.Maile@wilsonelser.com))  
Legal Assistant ([rrlegalassistant@rookerlaw.com](mailto:rrlegalassistant@rookerlaw.com))  
Linda Compton ([lcompton@gglt.com](mailto:lcompton@gglt.com))  
Marie Ogella ([mogella@gordonrees.com](mailto:mogella@gordonrees.com))  
Michael R. Ernst ([mre@juww.com](mailto:mre@juww.com))  
Michael Rawlins ([mrawlins@rookerlaw.com](mailto:mrawlins@rookerlaw.com))  
Pamela Montgomery ([pym@kempjones.com](mailto:pym@kempjones.com))  
Phillip Aurbach ([paurbach@maclaw.com](mailto:paurbach@maclaw.com))  
Rachel E. Donn ([rdonn@nevadafirm.com](mailto:rdonn@nevadafirm.com))  
Rebecca Chapman ([rebecca.chapman@procopio.com](mailto:rebecca.chapman@procopio.com))  
Receptionist ([Reception@nvbusinesslawyers.com](mailto:Reception@nvbusinesslawyers.com))  
Renee Hoban ([rhoban@nevadafirm.com](mailto:rhoban@nevadafirm.com))  
Richard I. Dreitzer ([rdreitzer@foxrothschild.com](mailto:rdreitzer@foxrothschild.com))  
Ryan Bellows ([rbellows@mcdonaldcarano.com](mailto:rbellows@mcdonaldcarano.com))  
Sarah A. Mead ([sam@juww.com](mailto:sam@juww.com))  
Taylor Fong ([tfong@marquisaurbach.com](mailto:tfong@marquisaurbach.com))  
Timothy E. Salter ([tim.salter@procopio.com](mailto:tim.salter@procopio.com))  
Wade B. Gochmour ([wbg@h2law.com](mailto:wbg@h2law.com))  
Elizabeth Martin ([em@juww.com](mailto:em@juww.com))  
Mary Bacon ([mbacon@spencerfane.com](mailto:mbacon@spencerfane.com))  
John Jefferies ([rijefferies@spencerfane.com](mailto:rijefferies@spencerfane.com))  
Adam Miller ([amiller@spencerfane.com](mailto:amiller@spencerfane.com))  
John Mowbray ([jmowbray@spencerfane.com](mailto:jmowbray@spencerfane.com))



An Employee of Peel Brimley LLP

# EXHIBIT 1

JA001009

**In the Matter Of:**

**APCO CONSTRUCTION vs GEMSTONE DEVELOPMENT WEST**

A571228

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**BRIAN BENSON**

*June 05, 2017*

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DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada  
corporation,

Plaintiff,

vs.

CASE NO. A571228  
DEPT. NO. XIII

GEMSTONE DEVELOPMENT WEST, INC.,  
a Nevada corporation; NEVADA  
CONSTRUCTION SERVICES, a Nevada  
corporation; SCOTT FINANCIAL  
CORPORATION, a North Dakota  
corporation; COMMONWEALTH LAND  
TITLE INSURANCE COMPANY; FIRST  
AMERICAN TITLE INSURANCE COMPANY  
and DOES I through X,

Defendants.

-----

AND ALL RELATED MATTERS.

-----

THE DEPOSITION OF

BRIAN DAVID BENSON

PMK on behalf of APCO Construction

Monday, June 5, 2017

9:07 a.m.

2300 West Sahara Avenue, Suite 770

Las Vegas, Nevada

June W. Seid, CCR No. 485

CERTIFICATE OF REPORTER

STATE OF NEVADA     )  
                              )     ss:  
COUNTY OF CLARK    )

I, June W. Seid, a Certified Court Reporter  
licensed by the State of Nevada, certify: That I  
reported the deposition of BRIAN DAVID BENSON, on  
Monday, June 5, 2017, at 9:07 a.m.;

That prior to being deposed, the witness was  
duly sworn by me to testify to the truth. That I  
thereafter transcribed my said stenographic notes via  
computer-aided transcription into written form, and  
that the typewritten transcript is a complete, true and  
accurate transcription of my said stenographic notes.  
That review of the transcript was requested.

I further certify that I am not a relative,  
employee or independent contractor of counsel or of any  
of the parties involved in the proceeding; nor a person  
financially interested in the proceeding; nor do I have  
any other relationship that may reasonably cause my  
impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my  
office in the County of Clark, State of Nevada, this  
15th day of June, 2017.

*June W. Seid*

JUNE W. SEID, CCR NO. 485

## SUBCONTRACT AGREEMENT

PROJECT: The West Manhattan Condominiums Contract NO. 168-7 APCO Construction Project No. 168  
PROJECT LOCATION: West Russell Road and Rocky Hill Street, Las Vegas, NV, 89148

OWNER: Gemstone Development West, Inc., 9121 West Russell Rd, Unit 117, Las Vegas Nevada 89148

ARCHITECT/ENGINEER: OZ Architecture, 303.861.5704 Huron Street, Denver, CO . 80202 . Redwine Engineering (303) 575-9510 700 17th Street, Denver, CO 80202 . Jordan & Skala Engineers, (702) 362-5111, 2900 S. Rancho Dr, Suite 102, Las Vegas Nevada 89102. WRG Engineering (702) 990-9300 3011 West Horizon Ridge Parkway, Suite 100, Henderson Nevada 89052.

THIS AGREEMENT (hereinafter "the Subcontract") is entered into in consideration of the mutual promises made this 17th day of April, 2007, between:

ASPHALT PRODUCTS CORPORATION also known as APCO Construction, (hereinafter called the "Contractor")  
3432 N. Fifth Street, North Las Vegas, Nevada 89032. Office: (702) 734-0198, Fax: (702) 734-0398. Nevada Contractors License No. 14563.

And Helix Electric  
3078 E. Sunset Road  
Suite 9  
Las Vegas, NV 89120 P 702-732-1188 F 702-732-4386

(hereinafter called the "Subcontractor").

Subcontractor's NV Contractor's License No. 53810

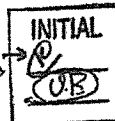
Limit Unlimited

Contractor and Subcontractor agree as follows:

### 1. Contract Documents

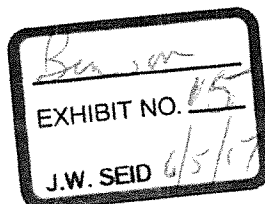
- 1.1 The Contract Documents for this Subcontract Agreement, shall include all exhibits and other documents attached hereto or made a part thereof by reference, all drawings designed by OZ Architecture, Redwine Engineering, Jordan & Skala Engineers, WRG Engineering and approved by Gemstone Development West, Inc. and the Primary Contract between the Owner and Contractor (hereinafter "the Prime Contract"), including all exhibits, and other documents attached thereto or made part hereof by reference, the Project Specifications and Contract Documents, the Project Plans, and all addendum and subsequent modifications issued thereto. (All Contract Documents identified herein shall be hereinafter collectively referred to as the "Contract Documents").

- 1.2 The attached Helix Electric Exhibit is also part of this Subcontract Agreement. The Contract Documents are available in Contractor's office. Subcontractor acknowledges that it has carefully examined the Contract Documents and fully understands them. Copies of the Plans and Specifications will be provided to Subcontractor, upon request, at Subcontractor's Cost. Subcontractor shall, prior to the commencement of the Work, review and compare all of the Subcontract Documents relating to the performance of the Subcontractor and any and all errors, ambiguities and inconsistencies shall immediately be reported to the Contractor in writing and resolved to Subcontractor's satisfaction.



APCO Construction  
Subcontractor UR

Page 1 of 17



APCO00039520

APCO 104915

JA001013

- 1.3 Subcontractor is bound to the Contractor to the same extent and duration that Contractor is bound to Owner. Subcontractor assumes toward Contractor all obligations, liabilities and responsibilities that Contractor, by the Contract Documents, has assumed toward the Owner in the Prime Contract. Contractor shall further have the benefit of all rights, remedies, redress and limitations in respect to Subcontractor and all things done and used by Subcontractor in performance of its Work, which the Owner and its agents have against Contractor in the Contract Documents or by law. Any and all decisions by the Owner or its agents relative to interpretation of the Contract Documents or any ambiguity or discrepancy therein shall be binding on the Subcontractor to the same extent such are binding on Contractor. Subcontractor shall bind lower tier subcontractors and suppliers to full compliance with all Contract Documents, including all performance obligations and responsibilities which subcontractor assumes toward Contractor.

2. Scope of Work

- 2.1 Subcontractor agrees to furnish all supervision and labor, furnish and install all materials, equipment and supplies required, and do all things necessary to fully complete all of the items of work ("the Subcontract Work"), referred to in Exhibit "A": Subcontractor Scope of Work
- 2.2 Subcontractor warrants to Contractor and Owner that all Work shall be performed in a neat, skillful, good and workmanlike manner and will be fit for its intended use both as to workmanship and materials. Subcontractor agrees that all materials and equipment furnished by Subcontractor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Contractor in writing. Subcontractor warrants that the materials and equipment furnished and the Work performed will strictly comply with the Contract Documents and this Subcontract, and shall be satisfactory to Owner and Contractor.

2.3 Equal Opportunity Clause

During the performance of any contract, Subcontractor, unless exempt, agrees as follows:

- 2.3.1 Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subcontractor will take affirmative action to ensure that color, religion, sex or national origin. Such action shall include, but not limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided by the government contracting officer setting forth the provisions of this nondiscrimination clause.
- 2.3.2 Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. Contract Price and Payments

- 3.1 In consideration of the strict and complete and timely performance of all Subcontract Work, Contractor agrees to pay Subcontractor or in the payment quantities and schedules as is more fully described in Exhibit "A": Subcontractor's Scope of Work.
- 3.2 In Consideration of the promises, covenants and agreements of Subcontractor herein contained, and the full, faithful and prompt performance of the Work in accordance with the Contract Documents, Contractor agrees to pay, and Subcontractor agrees to receive and accept as full compensation for doing all Work and

APCO Construction  
Subcontractor UE

Page 2 of 17

APCO00039521

APCO 104916

JA001014

furnishing all materials and equipment contemplated and embraced in this Subcontract, and for all loss or damage arising out of the nature of said Work, or from all actions of the elements or from any unforeseen difficulties or obstacles which may arise or be encountered in the performance of the Work, and for all risks of every description connected with the Work, and for all expense incurred by or in consequence of the suspension, interruption or discontinuance of the Work, and for well and faithfully completing the Work and the whole thereof in the manner and according to the requirements and instructions of Contractor and Owner or Owner's agents in charge of the Work, if any, payment in the amount of the Subcontract Price.

- 3.3 Subcontractor, upon request of Contractor, and on such date as Contractor shall designate, shall submit to Contractor, in form and content acceptable to Contractor, a monthly billing, no later than the 25<sup>th</sup> of each month, showing quantities of Subcontract work that has been satisfactorily completed in the preceding month, as well as backup material for same for submittal to the Owner. Failure to submit by the 25<sup>th</sup> of each month may result in that monthly payment application being rolled over to the following month. Subcontractor shall also submit an original executed Conditional Release, in the form required by Contractor, verifying payment of all laborers, subcontractors, equipment and material suppliers. Subcontractor shall also furnish required releases from any sub-subcontractors and/or materials suppliers that have notified Contractor of their presence on the Project. Subcontractor further agrees to provide all required employment security department, fringe benefit trust funds, certified payroll, and/or other reports as may be required by the Contractor or the Contract Documents.
- 3.4 The progress payment to Subcontractor shall be one hundred percent (100%) of the value of Subcontract work completed (less 10% retention) during the preceding month as determined by the Owner, less such other amounts as Contractor shall determine as being properly withheld as allowed under this Article or as provided elsewhere in this Subcontract. The estimates of Owner as to the amount of Work completed by Subcontractor shall be binding upon Contractor and Subcontractor and shall conclusively establish the amount of Work performed by Subcontractor. As a condition precedent to receiving partial payments from Contractor for Work performed, Subcontractor shall execute and deliver to Contractor, with its application for payment, a full and complete release (Forms attached) of all claims and causes of action Subcontractor may have against Contractor and Owner through the date of the execution of said release, save and except those claims specifically listed on said release and described in a manner sufficient for Contractor to identify such claim or claims with certainty. Upon the request of Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form required by Contractor for any previous payment made to Subcontractor. Any payments to Subcontractor shall be conditioned upon receipt of the actual payments by Contractor from Owner. Subcontractor herein agrees to assume the same risk that the Owner may become insolvent that Contractor has assumed by entering into the Prime Contract with the Owner.
- 3.5 Progress payments will be made by Contractor to Subcontractor within 15 days after Contractor actually receives payment for Subcontractor's work from Owner. The progress payment to Subcontractor shall be one hundred percent (100%) of the value of Subcontract work completed (less 10% retention) during the preceding month as determined by the Owner, less such other amounts as Contractor shall determine as being properly withheld as allowed under this Article or as provided elsewhere in this Subcontract. The estimates of Owner as to the amount of Work completed by Subcontractor shall be binding upon Contractor and Subcontractor and shall conclusively establish the amount of Work performed by Subcontractor. As a condition precedent to receiving partial payments from Contractor for Work performed, Subcontractor shall execute and deliver to Contractor, with its application for payment, a full and complete release (Forms attached) of all claims and causes of action Subcontractor may have against Contractor and Owner through the date of the execution of said release, save and except those claims specifically listed on said release and described in a manner sufficient for Contractor to identify such claim or claims with certainty. Upon the request of Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form required by Contractor for any previous payment made to Subcontractor. Any payments to Subcontractor shall be conditioned upon receipt of the actual payments by Contractor from Owner. Subcontractor herein agrees to



assume the same risk that the Owner may become insolvent that Contractor has assumed by entering into the Prime Contract with the Owner.

- 3.6 Contractor shall have the right at all times to contact lower tier subcontractors and suppliers to verify that they are being paid by Subcontractor for labor or materials furnished for use in the Subcontract Work. If it appears that labor, material or other costs incurred in the performance of the Subcontract Work are not being paid when due, Contractor may take whatever steps it deems necessary to insure that the progress payments will be utilized to pay such costs, including, but not limited to, the issuance of joint checks payable to the claimant after written notice to Subcontractor, or additionally, making payment directly to claimant after written notice to Subcontractor. If such payment by Contractor exceeds the balance of payments due or to become due to Subcontractor from Contractor, then Subcontractor shall be liable to Contractor for the difference.
- 3.7 Contractor is hereby expressly granted the right to off set any sums due the Subcontractor under the provisions of this Subcontract against any obligation that may be due from Subcontractor to Contractor regardless of the source of said obligation. When requested by Contractor, Subcontractor shall furnish to Contractor a verified and itemized statement showing the names and addresses of all entities who have furnished or may furnish labor, materials, and/or equipment for the Subcontract Work together with the amount due or to become due for such work.
- 3.8 The 10 percent withheld retention shall be payable to Subcontractor upon, and only upon the occurrence of all the following events, each of which is a condition precedent to Subcontractor's right to receive final payment hereunder and payment of such retention: (a) Completion of the entire project described in the Contract Documents; (b) The approval and final acceptance of the project Work by Owner; (c) Receipt of final payment by Contractor from Owner; (d) Delivery to Contractor from Subcontractor all as-built drawings for it's scope of work and other close out documents; (e) Delivery to Contractor from Subcontractor a Release and Waiver of Claims from all of Subcontractor's laborers, material and equipment suppliers, and subcontractors providing labor, materials or services to the Project, (Forms attached). If any sub-subcontractor, supplier or other person refuses to furnish a release or waiver required by the Owner or Contractor, the Subcontractor shall, upon the request of Contractor, furnish a bond satisfactory to the owner and Contractor to indemnify them against any such claim or lien. Should the existence of any unsatisfied or undischarged claim, obligation or lien arising in conjunction with Subcontractor's Work become known after final payment is received from Contractor, Subcontractor shall promptly pay on demand all actual amounts Contractor and/or Owner pay in bonding around, satisfying, discharging or defending any such claim, obligation or lien, including all costs and attorney's fees incurred in connection therewith. Final payment shall not relieve Subcontractor from liability, or for warranty or guaranty, or for indemnity obligations for faulty or defective Work.
- 3.9 Subcontractor agrees that Contractor shall have no obligation to pay Subcontractor for any changed or extra work performed by Subcontractor until or unless Contractor has actually been paid for such work by the Owner.
- 3.10 Progress payments and Final Payment shall not be considered or construed as evidence of acceptance of any part of Subcontractor's work until final acceptance of the Project by Owner.
4. Prosecution of Work
- 4.1 TIME IS OF THE ESSENCE OF THIS SUBCONTRACT.
- (a) Seven (7) copies of all Subcontractor submittals shall be received by Contractor to suit the requirements of the approved CPM target schedule unless otherwise agreed to in writing by Contractor. Subcontractor agrees to provide plan-sized sheets for all submittals of required size

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24"x36" including one (1) sepi & six (6) blue line prints. Product specifications shall be provided in standard 8-1/2" by 11" paper, three hole punched and inserted into three ring binders labeled "The Manhattanwest Condominiums". Any required re-submittals shall be submitted within five working days of receipt of request from the Owner.

- (b) Final acceptance and approval of this Subcontract Agreement is contingent upon approval of Subcontractor's Submittals by the Owner/Architect/Engineer.
- (c) Any delays in the submittal process caused in whole or part by Subcontractor may be grounds for immediate termination of this Subcontract Agreement and subject Subcontractor to damages as provided in Sections 8 and 9 below.

Subcontractor agrees to commence the Subcontract Work within five (5) calendar days after receiving notification from Contractor to proceed, or within such other time as may be specified by Contractor, and to proceed at such points as Contractor may designate, and to continue diligently in its performance in accordance with the Contractor's project schedule and at a pace that will cause no delay in the progress of the Contractor's or other subcontractor's work.

- 4.2 Upon request, Subcontractor shall promptly provide Contractor with scheduling information, in the format required in the Contract Documents, or any other information relating to the order or nature of the Subcontract Work. Subcontractor agrees that the project schedule may be revised by Contractor as work progresses. Contractor may require Subcontractor to prosecute segments of the Subcontract Work in phases as Contractor may specify. Subcontractor shall comply with instructions given by Contractor, including any instructions to suspend, delay or accelerate the Subcontract Work. Subcontractor shall not be entitled to any extra compensation from Contractor for any such suspension, delay or acceleration unless specifically agreed to in writing by the Contractor and Owner and paid for by Owner. The Owner's payment to Contractor of extra compensation for any such suspension, delay, or acceleration shall be a condition precedent to Subcontractor's right, if any, to receive such extra compensation from Contractor.
- 4.3 Subcontractor shall keep the work area reasonably clean of debris, daily, resulting from the performance of its work and shall remove from the work area all debris generated by the execution of the Subcontract work. Non-compliance with verbal direction from Prime Contractor's Project Superintendent for cleanup shall result in one (1) written notice for clean-up. Upon failure to properly police the debris from their own activity, 24 hours after written notification this subcontractor will be fined \$500.00 plus the cost for clean-up.
- 4.4 Subcontractor, in undertaking to complete the Subcontract Work within the time specified, avows that it has considered ordinary delays incident to such work; including, but not limited to delays in securing materials, equipment or workmen, and minor changes, omissions or additions, unavoidable casualties, normal weather conditions, strikes or lockouts. If Subcontractor shall be delayed in the performance of the Work by any act or neglect of the Owner or Architect, or by agents or representatives of either, or by changes ordered in the Work, or by fire, unavoidable casualties, national emergency, or by any cause other than the intentional interference of Contractor, Subcontractor shall be entitled, as Subcontractor's exclusive remedy, to an extension of time reasonably necessary to compensate for the time lost due to the delay, but only if Subcontractor shall notify Contractor in writing within twenty four (24) hours after such occurrence, and only if Contractor shall be granted such time extension by Owner. No time extension will be allowed for delays or suspensions of work caused or contributed to by Subcontractor, and no time extension will be granted Subcontractor that will render Contractor liable for liquidated damages or other loss under the Contract Documents. The Subcontractor understands that this is an aggressive schedule and that should the Subcontractor fail to staff the Project with the proper workforce, to stay on schedule, then it is understood that the Subcontractor will have its workforce work overtime and/or weekends to maintain the pace of the schedule solely at the subcontractors expense.

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- 4.5 In addition to other damages and remedies provided in this Subcontract, Subcontractor agrees to pay any liquidated damages that may be assessed against the Contractor by the Owner, as provided in the Contract Documents, for any project delays caused by Subcontractor. Such damages shall be paid for each working day the Subcontract Work remains incomplete beyond the time specified for subcontract completion plus any extension thereof agreed to in writing by the Contractor, and granted by Owner.
- 4.6 Contractor shall not be liable to Subcontractor for delays caused by reason of fire or other casualty, or on account of riots, strikes, labor trouble, terrorism, acts of God, cataclysmic event, or by reason of any other event or cause beyond Contractor's control, or contributed to by Subcontractor.
- 4.7 All Subcontract work done and all Subcontract materials delivered to the project site shall become Contractor's property, and said material shall not be removed by Subcontractor or any other party from the project site without Contractor's written consent. After completion and final acceptance of the Subcontract work and final payment, Subcontractor shall promptly remove all remaining material, equipment and debris of Subcontractor.
5. Changes and Claims
- 5.1 Contractor may order or direct changes, additions, deletions or other revisions in the Subcontract work without invalidating the Subcontract. No changes, additions, deletions, or other revisions to the Subcontract shall be valid unless made in writing. Subcontractor mark up shall be limited to 10% overhead and profit in addition to the direct cost of the work. No markup shall be allowed on over time for original scope of work acceleration.
- 5.2 Subcontractor, prior to the commencement of such changed or revised work, shall submit, (within 24 hours of request) to Contractor, written copies of the cost or credit proposal, including work schedule revisions, for changes, additions, deletions or other revisions in a manner consistent with the Contract Documents. Contractor shall not be liable to Subcontractor for a greater sum, or additional time extensions, than Contractor obtains from Owner for such additional work, less reasonable overhead and profit due to Contractor, and also less professional and attorney's fees, costs, and other expenses incurred by Contractor in the collection of any such sum or time extension. Payment to Subcontractor for such work shall be conditioned upon Contractor's actual receipt of payment from the Owner and such payment by Owner to Contractor with whatever documentation or support, as Contractor may deem necessary to negotiate with Owner.
- 5.3 In any dispute between Contractor and Owner as to amount, classification, price, time or value of Subcontract Work, or any Subcontract material or supplies, or any delay in the prosecution of the Subcontract work caused by Owner, or any other matter whatsoever pertaining to the Subcontract work, Subcontractor agrees to promptly and adequately provide Contractor with whatever documentation or support as Contractor may deem necessary to negotiate with Owner.
- 5.4 Contractor may dispute, appeal resist, litigate or arbitrate any decision of Owner, without being deemed to have admitted any obligation or liability to Subcontractor, and if the decision shall be against Contractor, then Subcontractor shall be bound thereby. Subcontractor may, at its own expense, participate with Contractor in arbitration or legal proceedings. Subcontractor shall bear part or all costs, including attorneys' fees and legal expenses, incurred by Contractor in any such proceeding involving a claim, which, if allowed, would result in one or more payments to Subcontractor. Subcontractor's costs shall bear to the total amount sought in the proceeding. Prosecution of any such claim or proceeding shall be at the sole risk of Subcontractor, and Contractor shall have no liability for or in relation to the outcome.

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6. Assignments

- 6.1 Subcontractor shall not assign or sublet the Subcontract or any part of the Subcontract Work or any payments due hereunder, without prior written consent of Contractor. Any such assignment made by Subcontractor without Contractor's prior written consent is void, and shall be grounds for termination of this Subcontract by Contractor, terminates the Subcontractor's right to any further payment and authorizes Contractor to withhold all monies due or to become due to Subcontractor.

7. Taxes

- 7.1 All applicable taxes, contributions, interest and/or penalties due under any federal, state, or municipal statute or regulation arising from Subcontractor's Work are included in the price to be paid to Subcontractor under the Subcontract. Subcontractor shall indemnify, defend, and save Contractor and Owner harmless from all liability, loss, and expense resulting from Subcontractor's failure to satisfy such obligations. Subcontractor shall, on demand, provide proof that all taxes and other charges have been, and are being properly paid.
- 7.2 If Contractor is assessed or charged for any Subcontractor taxes, contributions, interest or penalties, Contractor shall have the right to withhold such amount from funds due or to become due under the Subcontract, and to pay directly to taxing authorities any sums otherwise due Subcontractor, but not otherwise subject to offset in accordance with Section 3 above, upon receipt of a tax levy from such taxing authority.

8. Default and Termination

- 8.1 If, in the opinion of Contractor or Owner, Subcontractor fails, at any time, to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality; or fails to adequately or timely perform the Subcontract work to the satisfaction of Contractor or Owner; or becomes insolvent or makes any filing under the Acts of Congress relating the bankruptcy; or fails, neglects and/or refuses to comply with the project plans and specification; or fails to perform the Subcontract work in a good and workmanlike manner; or causes any stoppage of the work of the other trades upon the project; or fails to correct defective work; or fails to comply in any other respect with the terms and conditions of this Subcontract, Contractor may declare a default by Subcontractor as herein provided.
- 8.2 Contractor shall provide prompt written notice of default to Subcontractor, by regular mail or as may otherwise be considered to reasonably provide notice to Subcontractor at Subcontractor's place of business described above. Such notice shall be complete upon deposit at a regular receptacle of the U.S. mail, Fax Transmission or upon actual hand delivery as provided herein.

In the event of default by Subcontractor as provided above, Contractor may, at his option, demand Subcontractor to cure or otherwise correct the default and breach within three calendar days after written notice by Contractor. If, after three days, Subcontractor has failed to cure and correct the default, Contractor may, at his sole option, provide any such labor, materials or equipment as may be necessary to complete the Work covered by this Subcontract Agreement and thereafter deduct the cost thereof from any money then due or thereafter to become due to Subcontractor under this Agreement. Alternatively, Contractor may terminate Subcontractor's right to proceed with the Work and thereafter enter upon the premises and take control of all materials, tools, equipment, and/or appliances of Subcontractor, and may employ any other person, persons, or organizations to finish the Work and provide the labor, materials and equipment to accomplish that purpose. Following completion of the Work by the Contractor or other persons or organizations, all unused materials, tools, equipment and/or appliances shall be returned to

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Subcontractor. Subcontractor shall not be entitled to rent or payment of any kind for the use of Subcontractor owned equipment or materials, nor shall Contractor be liable for any damages arising from said use unless resulting from gross negligence, or willful destruction by Contractor.

In the event Subcontractor has provided a payment or performance bond to Contractor, in accordance with Section 10 of this Agreement, and following expiration of the three days cure period, Contractor will make notice and demand by registered mail upon Subcontractor's surety to complete the Work covered by this Subcontract Agreement. In the event Subcontractor's surety fails to notify Contractor within 10 days after receipt of notice and demand by Contractor of surety's election to complete the work on behalf of Subcontractor, such failure shall be deemed a waiver by surety to exercise its rights to complete the Work. Thereafter, Contractor may at his sole option, complete the Work as otherwise provided by this Section.

- 8.3 In case of any such termination of Subcontractor's right to proceed with the Work, Subcontractor shall not be entitled to receive any further payment under this Subcontract Agreement until the Work undertaken by Contractor in his prime contract is completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by Contractor in finishing Subcontractor's Work, such excess shall be paid by Contractor to Subcontractor; but, if such expense shall exceed the unpaid balance, then Subcontractor shall promptly pay to Contractor the amount by which such expense exceeds the unpaid balance.

"Expense" as referred to in this Section shall include all direct and indirect costs incurred by Contractor for furnishing labor, materials, and equipment; to complete the Work covered by this Subcontract Agreement. "Expense" shall further include, but shall not be limited to, replacement of Subcontractor costs, liquidated damages incurred by Contractor, extended field office overhead, and home office overhead, Contractor's attorneys fees and costs, and any and all other damages sustained by Contractor by reason of Subcontractor's default.

- 8.4 In the event Contractor elects to use its own labor forces to complete Subcontractor's Work, Subcontractor and Subcontractor's surety agree to pay Contractor for such Work at the following rates: (a) Labor - At Contractor's then prevailing labor rates, plus labor burden, including, but not limited to, employment taxes, liability insurance, workmen compensation insurance, and all other benefits; (b) Contractor Owned Equipment-At the then prevailing Equipment Rental Rates as established by the Blue Book for Construction Equipment as published by Data Quest; all rental costs shall be determined by dividing the monthly rental rate by twenty-two days per month to determine a daily rental rate. Hourly rental rates shall be determined by dividing the daily rate by eight; (c) Materials, Rental Equipment-Direct Invoice Costs, including transportation, if any; (d) Replacement Subcontractor-Direct Invoice Costs paid Replacement Subcontractor; (e) Field and home office overhead; (f) Ten percent profit on all expenses indicated in a-e above.

In lieu of computing overhead, as provided for above, Contractor may, at his sole option, elect to assess a charge, on items a, b, and c above, of 15% for General Overhead expenses. In addition, Contractor may assess a charge on items a, b, and c above 10% for Profit. Contractor shall be entitled to an additional markup on any and all of such expenses. Contractor shall also be entitled to an additional markup of 5% for General Overhead and 10% for Profit on all expenses and cost incurred pursuant to item d and e above.

- 8.5 If the cost to complete the Subcontract work is more than the unpaid balance of the Subcontract, then Subcontractor shall be liable to Contractor for the deficiency, and Contractor may hold, sell or otherwise realize upon any Subcontractor materials or equipment, or take other steps to collect the deficiency, including making a claim against Subcontractor's surety.
- 8.6 Whether Contractor exercises one or more of the above options or rights, nothing contained herein shall release Subcontractor within the specified time. Subcontractor agrees in the event of default that it will immediately assign and turn over to Contractor all sub-contracts, material contracts, or orders, bills of lading

for material en route, and any other necessary data or information that would minimize the cost of completion of the Subcontract work.

9. Termination for Convenience

- 9.1 Right to Terminate for Convenience. The Contractor shall have the right to terminate for convenience, at any time, and with or without cause, Subcontractor's performance of all or part of the Subcontract or Subcontract Work, as defined in paragraph 2.1.
- 9.2 Notice to Subcontractor. The Contractor shall provide Subcontractor with written notice of the termination two calendar days in advance of the effective date of the termination. The two-day period shall begin to run upon receipt of the termination for convenience notice by the Subcontractor.
- 9.3 Subcontractor's Obligations. Upon receipt of the written notice of termination, the Subcontractor shall:
- A. Stop all work or its performance of all the Subcontractor or Subcontract Work that has been terminated, or stop work on the part of the Subcontract Work that has been terminated if its performance of only part of the Subcontract Work has been terminated.
  - B. Enter into no further sub-subcontracts or place any orders for supplies, materials, or facilities, except as necessary to complete any portion of the Subcontract Work not terminated for convenience.
  - C. Terminate all sub-subcontracts or orders to the extent related to the terminated Subcontract Work.
  - D. As directed by the Contractor, transfer title and deliver to the Contractor any fabricated or unfabricated parts, work in progress, completed work, supplies, and other materials produced or acquired for the Subcontractor or Subcontract Work terminated and the completed or partially completed plans, drawings, information, and other property that, if the Subcontract had been completed, the Subcontractor would be required to furnish to the Contractor.
  - E. Complete non-terminated portions of the Subcontract Work if the Subcontractor's performance of only a part of the Subcontract Work has been terminated.
  - F. Use its best efforts to sell, as directed by the Contractor, any materials of the types referred to in paragraph (D) above; provided, however, that the Subcontractor is not required to extend credit to any purchaser of this material and may acquire the material under the conditions prescribed by, and at prices approved by, the Contractor. The proceeds from the sale of such material shall be applied to reduce any payment due from the Contractor under this Subcontract, and credited to the price or cost of the Subcontract Work, or paid in any other manner directed by the Contractor.
  - G. Submit with 60 days of the effective date of termination, to the Contractor, a written termination claim, along with all documentation required to support the claim.
  - H. Take any other action toward termination as directed by the General Contractor.
- 9.4 Effect of Owner's Termination of Contractor. If there has been a termination of the Contractor's contract with the Owner, the Subcontractor shall be paid the amount due from the Owner to the Contractor for the Subcontractor's completed work, as provided in the Contract Documents, after payment by the Owner to the Contractor.
- 9.5 Compensation. If the Contractor's contract has not been terminated, the Contractor shall pay the Subcontractor as follows:

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- A. The direct cost of the work performed by Subcontractor prior to termination.
  - B. Overhead, general, and administrative expenses (including those for any sub-subcontracts) in an amount equal to 5% percent of direct costs.
  - C. 5% percent profit of the total of the amounts allowed in paragraphs (A) and (B) above. If, however, it appears that the Subcontractor would have sustained a loss on the entire Subcontract had it been completed, no profit shall be compensated by the Contractor, and the amounts paid for the termination shall not be compensated for.
- 9.6 Items Not Compensated. The Subcontractor shall not be compensated for.
- A. Any accounting, legal, clerical, or other expenses incurred by the Subcontractor in the preparation of the Subcontractor's termination claim.
  - B. Unabsorbed overhead and anticipated lost profits.
- 9.7 Permitted Deductions. The Contractor shall be entitled to deduct from any payment due the Subcontractor (A) any advance payment it has made to the Subcontractor for work not yet performed under the terms of the Subcontract and (B) the amount of any claim that the Contractor has against the Subcontractor.
- 9.8 Consideration. If no work has been performed by the Subcontractor at the time of termination, Subcontractor shall be paid the sum of \$100.00 for its undertaking an obligation to perform.
- 9.9 Settlement and Release of Any and All Claims. The settlement of termination costs pursuant to Paragraph 9.5 of this Clause shall constitute a settlement and release of any and all claims, known and unknown by the Subcontractor, arising prior to termination.
10. Bonds
- 10.1 Should the Contractor require it, the Subcontractor shall execute a Labor and Material Bond and Faithful Performance Bond in an amount equal to 100% of the Subcontract Price in Section 3. Said bonds shall be executed by a corporate surety acceptable to Contractor, shall name Asphalt Products Corporation as an Obligor, and shall further name and protect all persons and entities to the same extent as may be required of Contractor pursuant to the Prime Contract. The cost of the bonds shall be added to the Subcontract amount. The terms of this Subcontract Agreement are incorporated by reference into the bonds required by this section, and the terms, conditions, and remedies of Contractor, shall prevail over any similar terms contained in said bond. By issuing a bond to Subcontractor pursuant to this Agreement, the Subcontractor's surety specifically agrees to be bound to Contractor to the same extent and in the same amount as Subcontractor.
11. Indemnity and Insurance -
- 11.1 INSURANCE REQUIREMENTS – Unless the Contract Documents require otherwise, Subcontractor agrees to procure and maintain, at his sole cost and expense, the following insurance coverage,
- 1. Worker's Compensation: Coverage A. Statutory policy form; Coverage B. Employer's liability; Bodily injury by accident - \$1,000,000 each accident; Bodily injury by disease- \$1,000,000 each employee. Coverage shall be maintained in accordance with NRS 616 and 617.

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2. **Commercial Auto Coverage:** Auto liability limits of not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance including, but not limited to, owned autos, hired or non-owned autos.
3. **Comprehensive General Liability or Commercial General Liability, "Occurrence Form" only.** "Claims Made" is not acceptable. The limits of liability shall not be less than:
  - a) Comprehensive General Liability: \$1,000,000 combined single limit bodily/property damage per occurrence or,
  - b) Commercial General Liability: The limits of liability shall not be less than: Each Occurrence limit - \$1,000,000; Personal Injury limit - \$1,000,000; Products Completed Operations Aggregate Limit - \$5,000,000; General Aggregate Limit (other than products-completed operations).
4. **Excess Liability:** Umbrella Form or Follow Form Excess where necessary to meet required minimum amounts of coverage.
5. **The Project is covered by an OCIP.** Subcontractor shall enroll into this OCIP. Subcontractor shall be responsible for a deductible/SIR equal to that of the subcontractors' non-OCIP GL policy; not to be less than \$20,000 for light hazard trade contractors, \$25,000 for medium hazard trade contractors and \$75,000 for high hazard trade contractors.
6. Any deductible or self-insured retention must be declared on the Certificate and is subject to prior approval.
7. **Liability Policy forms must include:** a) Premises and operation with no X, C or U exclusions; b) Products and completed operations coverage (Subcontractor agrees to maintain this coverage for a minimum of 1 year following completion of his work); c) Full blanket contractual coverage; d) Broad form property damage including completed operations or its equivalent; e) An endorsement naming Asphalt Products Corporation, Gemstone LVS, LLC. and any other required interest as additional insured(s); f) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) shall be noncontributing with the coverage provided under this policy."
8. **Other Requirements:** (a) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or reduction in coverage; (b) All policies must be written by insurance companies whose rating in the most recent Best's rating guide, is not less than A:VII Rating must be shown on Certificate under "Companies Affording Coverage"; (c) Certificates of insurance with the required endorsement evidencing the coverage must be delivered to APCO Construction prior to commencement of any work under this Contract; (see attached samples) (d) If the Subcontractor fails to secure and maintain the required insurance, Asphalt Products Corporation shall have the right (without obligation to do so, however) to secure same in the name and for the account of the Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith. (e) Liability insurance policies containing warranties must be reviewed for prior approval and acceptance by Contractor. (f) The Subcontractor's insurance shall be primary with respects to Asphalt Products Corporation, its officers, employees and volunteers.



## 11.2 INDEMNIFICATION

- a) **General Indemnity:** All work covered by this agreement that is performed at the project site, or performed in preparing or delivering materials or equipment to the project site, or in providing services for the Project, shall be at the sole risk of the Subcontractor. Subcontractor, to the fullest extent permitted by law, with respect to all such work which is covered by or incidental to this agreement, shall defend all claims through legal counsel acceptable to Contractor, and indemnify and hold Contractor, its insurance carriers and bonding companies, Owner and any other interested party designated by Contractor, or their agents, employees or representatives (collectively referred to as "Indemnities") harmless from and against any claim, liability, loss, damage, cost, expense, including attorney's fees, awards, fines or judgments arising by reason of the death or bodily injury to persons, injury or damage to tangible property, including the loss of use therefrom, whether or not it is caused in part by an Indemnitee; provided, however, that the Subcontractor shall not be obligated under this agreement to indemnify the Indemnities with respect to damages which are ultimately determined to be due the sole negligence or willful misconduct of the Indemnities.
- b) **Indemnity Not Limited:** In any and all claims against the Indemnities by any employee of the Subcontractor, or lower tier subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any Workers' or Workmen Compensation Acts, disability benefit acts or other employee benefit acts. Said indemnity is intended to apply during the period of this Agreement and shall survive the expiration or termination of the Agreement until such time as action on account of any matter covered by such indemnity is barred by the applicable Statute of Limitations.

## 12. Warranty and Guarantee

- 12.1 Subcontractor agrees to promptly repair, rebuild, replace or make good, without cost to Contractor or Owner, any defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period established in the Contract Documents. If no such period is stipulated in the contract Documents, then Subcontractor's guarantee shall be for a period of two year from the date Certificate of Occupancy is obtained for the project. Subcontractor shall require similar guarantees from all vendors and lower tier subcontractors (Refer to General Contractor's/Owner's Contract).

## 13. Patents

- 13.1 Subcontractor agrees to pay all applicable patent royalties and license fees and to defend all suits or claims made for infringement of any patent rights involved in the Subcontract work.

## 14. Compliance with Regulations, Applicable Law and Safety

- 14.1 All Work, labor, services and materials to be furnished by Subcontractor shall strictly comply with all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, building codes, and directives now in force or hereafter in effect as may be required by the Prime Contract. Subcontractor shall satisfy and comply with the foregoing as a part of the Subcontract without any additional compensation.
- 14.2 Subcontractor agrees that the prevention of accidents to workmen engaged in the work under the Subcontract is solely its responsibility. If requested, Subcontractor shall submit a safety plan for review by Contractor. Contractor's review of any safety plan shall not be deemed to release Subcontractor, or in any

way diminish its indemnity or other liability as assumed under the Subcontract, nor shall it constitute an assumption of liability by Contractor.

14.3 When so ordered, Subcontractor shall stop any part of the Work that the Contractor or Owner deems unsafe until corrective safety measures, satisfactory to Contractor and or Owner, have been taken. Should Subcontractor neglect to adopt such corrective measures, Contractor may do so and deduct the cost from payments due or to become due to Subcontractor. Upon request, Subcontractor shall timely submit copies of all accident or injury reports to Contractor.

14.4 Subcontractor agrees to cooperate with the Contractor in efforts to prevent injuries to workmen employed by either party in carrying out operations covered by this agreement, and to adopt and place in effect OSHA requirements and such practical suggestions as may be offered by the Contractor and/or the Owner to promote safety and safe working conditions. Should the Subcontractor fail to fulfill its obligations in relation to safety matters on the job site, at the option of the Contractor, this Agreement, upon ten (10) days written notice to Subcontractor, may be cancelled, and the Subcontractor required to immediately remove his equipment and employees from the project.

15. Damage to Work

15.1 All loss or damage to Subcontractors' work resulting from any cause whatsoever shall be borne and sustained by Subcontractor and shall be solely at its risk until final acceptance by Contractor, Owner, or Owner's Representative. Subcontractor shall at all times and at its sole expense fully secure and protect against any damage, injury, destruction, theft or loss, all work and all labor, materials, supplies, tools and equipment furnished by Subcontractor or its sub-subcontractors, laborers and material men. Subcontractor shall at its sole expense promptly repair or replace damage to the work of others, or to any part of the project, resulting from Subcontractor's activities.

16. Inspection and Approvals

16.1 Contractor and Owner at all times shall have the right to inspect Subcontractor's materials, workmanship and equipment. Subcontractor shall provide facilities necessary to effect such inspection, whether at the place of manufacture, the project site, or any intermediate point. This point of inspection may be exercised at any time during performance of the Subcontract Work.

16.2 Any Subcontract work or material furnished that fails to meet the requirements or specifications of the Contract Documents, or the Subcontract, shall be promptly removed and replaced by Subcontractor at its own cost and expense. If, in the opinion of Contractor or Owner, it would not be economical or expedient to correct or remedy all or any part of the rejected Subcontract work or materials, then Contractor, at its option may deduct from payments due or to become due to Subcontractor either: (a) such amount as in Contractor's sole judgment represents the difference between the fair value of the Subcontract work and materials rejected and the value if same had been performed in full compliance with the Contract documents; or (b) such reductions in price that are provided for or determined for this purpose under the Contract Documents.

16.3 The Subcontractor shall keep, maintain and require its subcontractors and suppliers to keep and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, and all other materials relating to the Contract Documents and Project.

16.4 All of the material set forth in paragraph 16.3 shall be made available to the Owner and to Contractor for auditing, inspection and copying and shall be produced, upon request, at either the Owner's offices or such other place as Contractor may specify. Said request for information shall be limited to instances when

specifically required to comply with at request for information by the Owner, and should not be construed as a general right by Contractor to request proprietary or privileged information of Subcontractor.

17. Arbitration

- 17.1 Contractor shall have the option to, and Subcontractor shall be required to resolve all claims, disputes and matters in question arising out of, or relating to the Subcontract, or breach thereof, except for claims which have been waived by the making or acceptance of final payment, by submission to arbitration in the time period and in accordance with the Contract Documents.
- 17.2 In accordance with Paragraph 17.1, Subcontractor hereby waive its right to otherwise litigate any and all such disputes, claims and matters in question in any court or governmental tribunal in any jurisdiction. If Subcontractor submits any matter to arbitration hereunder, at its sole option, Contractor may refuse to arbitrate any such disputes, claims, and matters in question. In that event, and in only that event, Subcontractor may litigate the matters subject to its demand for arbitration.
- 17.3 All arbitration and other legal proceedings instituted pursuant to this Section shall be conducted in Las Vegas, Nevada, or at such other venue as Contractor and Subcontractor shall agree to in writing.
- 17.4 The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- 17.5 Unless otherwise agreed in writing, the Subcontractor shall carry on the Subcontract work and maintain the schedule of work pending arbitration or litigation, and the Contractor shall continue to make payments in accordance with the Subcontract.
- 17.6 To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other Subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding.
- 17.7 This Agreement to arbitrate shall not apply to any claim of contribution or indemnity asserted by one party to the Subcontract against the other party and arising out of any action brought in a state or federal court, or in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto; or does not consent to such arbitration.
- 17.8 In any dispute arising over the application of paragraph 17.7, all questions regarding the arbitration requirements of this section shall be decided by the appropriate court and not by arbitration.

18. Miscellaneous

- 18.1 Contractor's waiver of any of the provisions of the Subcontract, or Contractor's failure to exercise any options or legal remedies provided therein, shall not be construed as a general waiver of its right thereafter to require such compliance or to exercise such option or remedy.
- 18.2 The Subcontract, including all Contract Documents as provided in Section One, comprises the entire Agreement between the parties relating to the Subcontract Work and no other agreements, representations, terms, provisions or understandings concerning the Subcontract Work have been made. All modifications or amendments to the Subcontract must be in writing.
- 18.3 To the best knowledge and belief of the parties, the Subcontract contains no provision that is contrary to Federal or State law, ruling or regulation. However, if any provision of this Subcontract shall conflict with any such law, ruling or regulation, then such provision shall continue in effect to the extent permissible. The

APCO Construction  
Subcontractor U.R.

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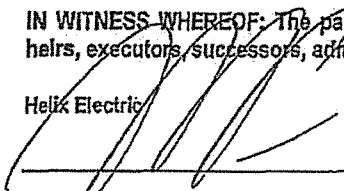
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illegality of any provisions, or parts thereof, shall not affect the enforceability of any other provisions of this Subcontract.

- 18.4 The Subcontract shall be construed and interpreted according to the laws of the State of Nevada.
- 18.5 In the event either party employs an attorney to institute a lawsuit or to demand arbitration for any cause arising out of the Subcontract Work or the Subcontract, or any of the Contract Documents, the prevailing party shall be entitled to all costs, attorney's fees and any other reasonable expenses incurred therein.
- 18.6 All sections and headings are descriptive only and are not controlling.
- 18.7 Contractor's rights and remedies under the Subcontract are not exclusive and Contractor shall have all other remedies available at law or in equity to enforce the Subcontract.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year first above written.

Helix Electric

  
\_\_\_\_\_  
Victor Fuchs, President

TITLE

NOV 28 2007

APCO CONSTRUCTION

  
\_\_\_\_\_  
Project Manager

TITLE

APCO Construction  
Subcontractor UR

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**HELIX ELECTRIC EXHIBIT  
TO THE STANDARD SUBCONTRACT AGREEMENT  
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)  
AND HELIX ELECTRIC OF NEVADA, LLC.  
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV  
(APCO JOB #168/HE JOB #16713)**

Page 1

1. Section 1, Paragraph 1.3: Revise as follows: add the phrase "... except to the extent a particular obligation of the Subcontractor is set forth in this Subcontract" to the end of the first sentence; add the phrase "... with respect to the Work of this Subcontract" to the end of the second sentence; and delete the third sentence.  
OK  
C
2. Section 3, Paragraph 3.2: Revise to read as follows: "In Consideration of the promises, covenants and agreements of Subcontractor herein contained, and the full, faithful and prompt performance of the work in accordance with the Contract Documents, Contractor agrees to pay, and Subcontractor agrees to receive and accept as full compensation for doing all Work and furnishing all materials and equipment contemplated and embraced in this Subcontract."  
NO  
C
3. Section 3, Paragraph 3.4: Delete in its entirety.  
NO  
C
4. Section 3, Paragraph 3.5: 1<sup>st</sup> Sentence change 15 days to 10 days. 2<sup>nd</sup> Sentence change less 10% retention to 5%. Delete the last sentence ("Subcontractor herein agrees to assume the same risk that the Owner may become insolvent that Contractor has assumed by entering in to the Prime Contract with the Owner.")  
NO  
C
5. Section 3, Paragraph 3.7: Revise as follows: Third line delete "...regardless of the source of said obligation." And replace with "...under the provisions of this Subcontract."  
C OK
6. Section 3, Paragraph 3.7: Add the following: "Contractor agrees that before it may apply funds due Subcontractor to any alleged indebtedness of Subcontractor, Contractor shall first give Subcontractor written notice not later than ten days after the alleged indebtedness of Subcontractor was incurred."  
OK  
C
7. Section 3, Paragraph 3.8: Change 10% to 5% and Add the following: "If retention is reduced on the project, same will be passed on to the Subcontractor."  
NO  
C
8. Section 4: Add the following: "In the event the schedule as set forth above is changed by Contractor for whatever reason so that Subcontractor either is precluded from performing the work in accordance with said schedule and thereby suffers delay, or, is not allowed the number of calendar days to perform the work under such modified schedule and must accelerate its performance, then Subcontractor shall be entitled to receive from Contractor payment representing the costs and damages sustained by Subcontractor for such delay or acceleration, providing said costs and damages are first paid to Contractor."  
OK  
C

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9. Section 4, Paragraph 4.1: Add the following new paragraph: "Contractor shall make available to Subcontractor in a prompt fashion, all information in its possession that affects Subcontractor's ability to meet its obligations under this Subcontract. Information that affects this Subcontract shall include, but not be limited to, information relating to such matters as delays, modifications to the Contractor's agreement with the Owner or other subcontracts that affect the work of the Subcontractor, impending strikes or work stoppages by any trade and deterioration of the Owner's ability to pay for the Work on the Project."
10. Section 4, Paragraph 4.3 Delete in its entirety and replace with following: "4.3 Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract, and shall regularly haul such waste materials and rubbish to trash receptacles provided by Contractor in convenient locations on the Project's premises. Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors and shall not be subject to any charge by Contractor for trash removal or cleanup determined on a pro rata or similar basis."
11. Section 4, Paragraph 4.4: Delete the last sentence.
12. Section 4, Paragraph 4.5: Revise as follows: add the words "negligent or wrongful acts of the . . ." after the words "delays caused by" in the third line of Paragraph 4.5; then add the following to the end of Paragraph 4.5: "Further, in the event Contractor seeks to assess liquidated or other delay damages against Subcontractor, such an award of liquidated damages shall be assessed against Subcontractor only to the extent caused by Subcontractor, Subcontractor's employees and agents, sub-subcontractors or their agents or employees or other persons performing portions of the work under contract with Subcontractor, or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract. Contractor shall not assess liquidated damages against Subcontractor unless and until the Contractor gives written notification of intent and basis of determination of amounts and degree of responsibility Subcontractor and all other subcontractors. Such written notification must be given within a reasonable period of time after the occurrence for which the Contractor seeks to assess liquidated damages, not to exceed ten (10) days after the alleged event causing the damage. Nevertheless, liquidated damages, taken in the aggregate, shall not exceed 10% of Subcontractor's total Subcontract Price."
13. Section 5, Paragraph 5.1: Revise as follows: Third line delete "10%" and replace with "15%".
14. Section 5, Paragraph 5.2: Revise as follows: First line delete "24 hours" and replace

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Ⓢ with "5 days". add the words "Contractor's written" after the word "of" at the beginning of the second line in Paragraph 5.2; and delete the text of Paragraph 5.2, starting with the words "Contractor shall not be liable . . ." in the fourth line, through the end of the paragraph;

Ⓢ 15. Section 5, Paragraph 5.4: Delete in its entirety.

Ⓢ 16. Section 5, Add the following new paragraph: "Notwithstanding any other provision of this Subcontract, the parties agree that at no time shall the value of additional labor and materials put in place by Subcontractor at the written direction of Contractor exceed \$15,000.00 without a fully executed, agreed upon change order modifying the Subcontract Price."

Ⓢ 17. Section 8, Paragraph 8.4: Delete the second paragraph in its entirety.

Ⓢ 18. Section 8, Add the following new paragraph: "Subcontractor may terminate this Subcontract or its obligations under the Contract Documents, for the same reasons and under the same circumstances and procedures with respect to the Contractor as Contractor may terminate its agreement with respect to the Owner, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Subcontractor, Subcontractor shall be entitled to recover from Contractor payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages, providing Contractor first received payment from Owner."

Ⓢ 19. Section 11, Subparagraph 11.1 (3) and (4), Delete in their entirety and replace with the following: "General Liability Insurance shall be provided by others via a Wrap Insurance Policy for all subcontractors on the project."

Ⓢ 20. Section 11, Subparagraph 11.2(a): Revise as follows: delete the phrase "whether or not it is caused in part by an Indemnitee; provided, however, that the . . ." from the 11th line of subparagraph 11.2(a), and replace it with the following phrase: "but only to the extent such claims, etc. arise from the negligence or wrongful acts of Subcontractor, and . . ." delete the word "sole" after the words "due the . . ." In the last line of subparagraph 11.2(a), and add the words "or any third party" at the end of the last sentence in this subparagraph.

Ⓢ 21. Section 11, Add the following new paragraph: "Notwithstanding the foregoing, the Indemnification obligations of the Subcontractor under this Subcontract shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of

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them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, authorization for extra work, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is a proximate cause of the injury or damage."

22. ~~Section 12, Change to "One Year"~~

23. ~~Section 15, Paragraph 15.1: Revise as follows: delete the first sentence of the paragraph (in lines 1-3); delete the words "at all times and at its sole expense" from the third line; delete the words "all work, and" from the fourth line; and add the following to the end of Paragraph 15.1: "Notwithstanding anything contained in this Subcontract to the contrary, once Subcontractor has received payment for its Work in place, title to same shall pass to Owner and Subcontractor shall no longer be responsible for any damage or loss thereto so long as said damage is not caused by Subcontractor or anyone for whom Subcontractor is contractually responsible, and the Owner shall rely on the project's "all-risk" insurance policy to pay for any loss or damage to Subcontractor's work."~~

24. ~~Section 17, Delete Paragraph 17.1, 17.2, 17.4, 17.6, 17.7, and 17.8 and add the following new paragraph 17.1: "The parties agree that active, good faith participation in mediation is a condition precedent to the institution of any formal dispute resolution procedures. The parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. The initiating party shall then undertake to schedule the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may contact the Las Vegas, Nevada office of the American Arbitration Association to schedule the conference. The costs of the mediation and fees of the mediator, if any, shall be shared equally by the parties. If a party fails or refuses to participate in the mediation, or if on completion of such mediation the parties are unable to agree and settle the dispute, then the dispute shall be referred to resolution in accordance with the procedures set forth herein. Thus, with the exception of procedures to preserve or enforce mechanic's lien or bond rights, any party that refuses or fails to participate in the mediation, or pay its proportional share of the cost of the mediation, shall be deemed to have waived its right to recover its attorney's fees hereunder, even if said party is later determined by the court or arbitrator to be a prevailing party." Parties will be bound by the Prime Contract.~~

25. ~~Section 17, Paragraph 17.3: Delete the phrase "arbitration and other" from the first line and add the following paragraph: "This Subcontract and any dispute resolution proceeding brought to enforce or interpret its provisions, shall be governed by the laws of the place where the Project is located."~~

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26. Section 18, Paragraph 18.1: Revise as follows: Change the word "Contractor's" in the first line, to the words "either party's" in both places where it appears.
27. Section 18, Paragraph 18.7: Revise as following: add the words "and Subcontractor's. . ." after the word "Contractor's. . ." at the beginning of the paragraph, and add the words "and Subcontractor . . ." after the word "Contractor" at the end of the first line.
28. Exhibit A: Subcontractor Scope of Work, Revise the third line as follows:  
"...Addenda/Delta Number(s) N/A through N/A Subcontractor acknowledges that he has performed his own take-off, site visit and..." (No addenda were received)
29. Exhibit A: Site and Building Electric and Low Voltage Complete, 5<sup>th</sup> Line, Revise the following: "...Redwine Engineering, Jordan & Skala Engineers, WRG Engineering, dated May 25, 2007..." *Red lined @ set*
30. Exhibit A: Site and Building Electric and Low Voltage Complete, 5<sup>th</sup> and 6<sup>th</sup> Line, Delete the follow: "(See attached Project Drawing List)"
31. Exhibit A: Site and Building Electric and Low Voltage Complete, 6<sup>th</sup> and 7<sup>th</sup> Line, Change the Contract Amount to Read as follows: "Thirteen Million Two Hundred Thirty Thousand and no/100 (\$13,230,000.00) for building 1 through building 42." *\$236,000 has been added via C.O.*
32. Exhibit A: Site and Building Electric and Low Voltage Complete, Add the following new section:  
Qualifications: *as noted below*
- Proposal is based on utility metering for 4 story buildings, with building 7 using a tenant sub metering system. Meters shall be located in garage, with access provided similar to the Manhattan East project. All utility company conduits are provided stubbed to 5' outside of the building lines. Additional work is pending utility company drawing review.
  - 4-story buildings to be type V construction with R-2 and S-2 occupancies. 9-story tower to be type II-B construction with R-2, S-2, and A-3 occupancies.
  - Fire alarm to minimum code, with separate systems for each building.
  - This proposal is based on wiring methods typical for this type of construction including the use of Romex cable, MC cable, SER cable, aluminum feeders, die cast set screw fittings, PVC underslab conduits, PVC embedded conduits, PVC through-slab transitions, etc.
  - Light fixture counts are per 5-25-07 drawings. *Red lined dup's 2* All light fixtures are as selected by Helix.
  - HVAC connections are based on individual split systems for each living unit with roof or

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# Helix Electric

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## HELIX ELECTRIC EXHIBIT TO THE STANDARD SUBCONTRACT AGREEMENT BETWEEN ASPHALT PRODUCTS CORPORATION (APCO) AND HELIX ELECTRIC OF NEVADA, LLC. FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV (APCO JOB #168/HE JOB #16713)

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- balcony mounted condensing units and fancoils in the closet ceilings. *Per plans* ©
- Emergency lighting is via battery packs or bugeyes for buildings 2, 3, 8, and 9 with building 7 on emergency power system.
- All units include 40 amp electric oven, 120 volt dryer connection, and 120V power receptacle for gas water heater.
- No owner allowances are included at this time.
- *L.S. Report included in this proposal →* ~~Since no Life Safety Report was available at the time of this proposal, we are including a fire alarm system based on minimum code requirements.~~ *Since* The design is based on the notion that Helix and/or its subcontractor will have an opportunity to review and revise the report draft prior to it being issued to the AHJ.
- Decorative and specialty lighting for condominium units are not defined and not shown in the bid documents, and nothing is included for these. We have made no allowances for soffit lighting, neon, etc in all building areas.
- This proposal is based on type V construction with an R occupancy. Branch wiring is via Romex cable as allowed by code. Our budget is based on the framer providing for us a direct wire path through any steel or iron wall studs" *Per Plans* ©
- This proposal is based on the use of Romex cable as allowed by code. We assume the corridor ceiling assembly will allow for the use of Romex for branch wiring in the corridor." *Per drawings* ©
- A 2-hour rated enclosure must be provided for all emergency power feeders. All emergency power equipment including generators, panels, switchboards, transformers, etc must be enclosed in 2-hour rated rooms or enclosures.
- This proposal is based on all rooms as "non-ADA" rooms. No special or additional conduits, boxes, devices, etc are included to allow for provision to convert the condos to ADA compliance. It is assumed that it will be the responsibility of the individual owners to make their condos "compliant" via remodel after construction completion. *Per Plans* ©
- This proposal is based on an OCIP or CCIP "wrap" scenario where general liability insurance is provided by others for all subcontractors on site. ~~Insurance policy is subject to approval by Helix Electric.~~ *Insurance policy is* ©
- Chases of sufficient size must be provided for conduit and cable feeds up the tower (building type 3). This proposal assumes electrical and telecom rooms stack from the ground floor to the roof.
- This proposal is based on drop ceilings provided in the tenant rooms across the kitchens, baths, laundry rooms, and hallways on the corridor side of each unit. Corridors and common areas to have drop ceilings also. *Per Plans* ©
- No allowances are included for connection to such specialty items as steam generators, wine coolers, specialty appliances such as subzero refrigerators, etc. ©
- Proposal includes fire pump connection in 9-story building only. ©
- Pool connections are limited to power to pool panel only. All equipment to be provided

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and installed by pool subcontractor.

- Building type breakdowns are for budgeting purposes only, and are contingent upon award of all buildings in (1) contract, with all work performed under ~~(1) continuous~~ *by phase* schedule. *by phase*
- Budget is based upon Helix Electric having input in the selection and placement of electrical equipment and systems in order to maintain the project budget. This proposal is based on a design build scenario. Design fees are part of a separate proposal.
- Any price breakouts are provided for accounting purposes only. This proposal is based on all parts performed under one continuous schedule.
- Wages are based on non-prevailing rates.
- This proposal is based on a 20-month schedule.
- This proposal is based on work performed during normal business hours, *split shifts*
- ~~This proposal is valid for 15 days. Price may be subject to cost escalation.~~ *No*

33. Exhibit A: Site and Building Electric and Low Voltage Complete, Add the following new section:  
Exclusions:

- Utility Company fees.
- Formed concrete (pipe barriers or bollards, pole bases, housekeeping pads, etc.).
- Sacking of pole bases.
- Temporary power and lighting.
- Cutting, patching, and painting of any kind.
- Offsite hauling of trenching spoils.
- Import of water for backfill operation.
- ~~Hard dig and trenching in caliche, rock or blasting and any de-watering that may be required.~~
- ~~Fixture safety and support wires.~~
- ~~Fixture enclosures of any kind.~~
- ~~Conduit and control wiring for HVAC, etc.~~
- Offsite improvements not mentioned in this proposal.
- ~~Landscape lighting.~~ *per plan is included*
- Dumpsters for trash.
- Access panels.
- Bond costs.
- Surveying and staking.
- ~~Systems not mentioned in this proposal including CATV, intercom/entry, audio/visual system, WIFI system, CO monitoring, etc. Helix has allowance for this work~~
- Emergency power for 4-story buildings.

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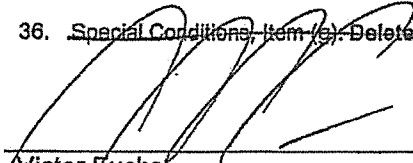
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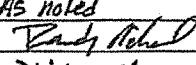


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**HELIX ELECTRIC EXHIBIT  
TO THE STANDARD SUBCONTRACT AGREEMENT  
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)  
AND HELIX ELECTRIC OF NEVADA, LLC.  
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV  
(APCO JOB #168/HE JOB #16713)  
Page 8**

- Duct detectors: furnish, install, and control wiring, *110V power included if required.*
  - Traffic control, trench plates, traffic and pedestrian barriers.
  - Fire rated enclosures for emergency power feeders and equipment.
  - Connection to ~~electric water heaters and jacuzzi tubs~~. No allowance is made for these appliances in our service and feeder load calculations (assumed to be recalculated once condo owners make option selections)
  - Lightning Protection system. *Per Plans*
  - ~~Fire stopping, putty pads, fire sealing. This is included~~
  - Work associated with guardhouses (none shown)
  - Electrical engineering and design fees.
  - Linear LED lighting and cove lighting in building seven- not enough information to get pricing. *Per plans*
  - ~~All additional lighting and devices from design meetings on June 1, 2007 are excluded at this time. *These are included*~~
  - Door locking hardware for card access system (furnished and installed by others. *power to system is included.*)
34. Special Conditions (a): *Revise to read:* "The Subcontractor shall be responsible for clean up of employees break & lunch trash on the job site."
35. ~~Special Conditions (d): Delete the last sentence ("APCO shall be the sole judge to determine the cleanliness").~~
36. ~~Special Conditions, Item (e): Delete in its entirety.~~

  
Victor Euchs  
President  
NOV 28 2007

*As noted*  
By:   
Title: *Division mgr.*  
Date: *4.8.08*

3078 E. Sunset Road, Suite 9 • Las Vegas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386

License# 0053810

APCO00039542

APCO 104937

JA001035

**EXHIBIT 'A'**  
**Subcontractor Scope of Work**  
APCO Contract No. 0400166

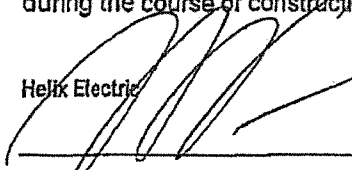
This Agreement includes the supply of all labor, materials, tools, equipment, supervision, management, permits and taxes necessary to complete the BELOW SCOPE OF WORK for the referenced Project in accordance with the Contract Documents including Addenda/Delta Number(s) \_\_\_ through \_\_\_. Subcontractor acknowledges that he has performed his own take-off, site visit and therefore, any items necessary to complete the work depicted in accordance with the Contract Documents, shall be included in this Agreement. The Subcontractor also acknowledges that all of the costs related to the successful completion of the work including any unforeseen or unseen items, or as described herein, are included in the amount reflected in the schedule below.

The Scope of Work shall specifically include but not be limited to the following list of bid items:

ITEM#	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
	<b>Site and Building Electric and Low Voltage Complete:</b> Complete work per governing codes, furnish and install all necessary Design, Labor, Material, Equipment, Cartage, Freight, Supervision, Taxes and Necessary Insurance to install and complete all Electric, and all Low Voltage excluding Temperature per plans by <u>OZ Architecture, Redwine Engineering, Jordan &amp; Skala Engineers, WRG Engineering</u> , (See attached Project Drawing List), in the amount of Twelve Million Nine Hundred and Ninety Four Thousand Dollars and no/100, (\$12,994,000.00) for building 1 through building 12.				

Our understanding of the clarifications / qualifications associated with your bid is as follows: Your proposal is hereby amended to reflect the terms and conditions of this subcontract. APCO Construction may at its option exercise its right to choose any or all alternate/option items of work as shown on your proposal at the stated alternate price during the course of construction

Helix Electric



Victor Fuchs, President

TITLE

NOV 28 2007

APCO CONSTRUCTION



Project Manager

TITLE

APCO Construction  
Subcontractor 

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APCO 104938

JA001036

### SPECIAL CONDITIONS

In addition to the conditions outlined in the Subcontract Agreement, the following Special Conditions shall form a part of the Subcontract Agreement.

- (a) The Subcontractor shall be responsible for clean up of employees break & lunch trash on the job site. Subcontractor employees are not to wander around the \_\_\_\_\_ Area while on duty. No parking of private vehicles will be allowed in the Owners Operations Area. NO EXCEPTIONS.
- (b) The Contractor will provide an adequate temporary construction area for staging.
- (c) The Contractor will provide reasonable access to all working areas.
- (d) The Subcontractor shall be responsible for the cleaning of his work area and removing its debris and all work shall be left in a clean condition following his activities. The APCO shall be the sole judge to determine the cleanliness.
- (e) The Contractor will provide one (1) set of full size conformed construction documents for the Subcontractor's use. Additional sets may be purchased by the Subcontractor from a source designated by the Contractor. Plan change drawings will be supplied in the same quantities.
- (f) Subcontractor must submit a "Daily Work Report" (see attached Appendix 'C') prior to 10:00 a.m. the following day for all work performed on the job site the previous day. Subcontractor monthly pay requests will not be accepted for processing unless all "Daily Work Reports" for the pay period have been submitted to the Contractor.
- (g) Subcontractor is required to submit a Payroll Certificate representing all work performed on the job site on a monthly basis. The Payroll Certificate must be submitted no later than the 1st of the month for all work performed during the previous month. Subcontractor shall use a format similar to AIA G702 & G703.
- (h) The Subcontractor is required to attend weekly site progress meetings and to participate in the preparation of Monthly updates of the Project schedule.
- (i) The Contractor cannot guarantee continuity of progress of work; Subcontractor shall employ as many mobilizations as required to complete the work as required by the project schedule.
- (j) The Subcontractor shall provide drinking water for its own employee's.
- (k) Subcontractor shall at all times protect stored equipment, materials from: damage from weather, sun. Materials shall be stored off the ground and not in contact the ground.
- (l) APCO Construction cannot guarantee price stability and therefore cannot grant any additional monies to subcontractor due to escalation of price between bid/quote time and when materials/labor/shipping is actually purchased and/or incorporated into the project.

APCO Construction  
Subcontractor CR

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APCO 104939

JA001037

### NOTICE TO ALL SUBCONTRACTORS

We have been requested by the Internal Revenue Service to comply with Regulation 1.604-1(d), which requires that we issue a 1099 Form on the compensation paid to you by APCO Construction.

Please indicate whether you are a Corporation or not and furnish your Social Security Number if you are not a Corporation or your Federal Tax ID Number, if you are a Corporation.

Corporation: Yes ☒ or No ☐

Social Security No. \_\_\_\_\_

Federal Tax ID No.: 86-4465672



By: \_\_\_\_\_  
Signature

Victor Fuchs

NOV 28 2007

Date

President  
Title

APCO Construction   
Subcontractor 

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APCO00039545

APCO 104940

JA001038

1 exhibit.

2 (Exhibit 15 marked  
3 for identification.)

4 BY MR. ZIMBELMAN:

5 Q. All right, what I've given you as Exhibit 15  
6 is excerpts of -- the entire subcontract agreement has  
7 numerous attachments and exhibits. I've tried to save  
8 a tree or two and tried to produce just what I wanted  
9 to talk to you about, which is the subcontract  
10 agreement document, and beginning on APCO 104930, the  
11 document called Helix Electric Exhibit to the standard  
12 subcontract agreement. Do you see that?

13 A. Yes.

14 Q. This is an APCO-produced document, which is  
15 why I'm using this particular copy. Please feel free  
16 to take your time and review it, but my question to you  
17 is going to be, do you believe that this document, the  
18 subcontract agreement, the base contract and the Helix  
19 Electric Exhibit that begins on APCO 104930, that that  
20 represents the amendment that was ultimately agreed to  
21 as a result of the meeting of the minds that we just  
22 discussed?

23 A. Yes, I do.

24 Q. If you will look at what's page 8 of the  
25 Helix Electric Exhibit, that's APCO 104937, you said



1 you've seen the signature from both parties on that  
2 document, correct?

3 A. Yes.

4 Q. That's why you said there had been a meeting  
5 of the minds on this amendment, correct?

6 A. Yes.

7 Q. On this page we're looking at 104937, do you  
8 see a signature from Randy Nickerl, division manager  
9 dated 4/8/08, correct?

10 A. Yes.

11 Q. And there's a Victor Fuchs signature of  
12 November 28, 2007, right?

13 A. Yes.

14 Q. Have you seen any signatures on this or a  
15 similar or revised document that is dated after these  
16 two dates, November '07 and April of '08?

17 A. Not that I recall.

18 Q. Do you know if there were additional  
19 revisions made or attempted to be made to this document  
20 after Randy signed it on April 8th of '08?

21 A. Not that I'm aware of.

22 Q. And you weren't there in April of '08,  
23 correct?

24 A. Correct.

25 Q. You don't know if that date was put on at

1 that time or later?

2 A. I have no idea.

3 Q. Do you know who Bob Johnson is?

4 A. Yes.

5 Q. Who is Bob Johnson?

6 A. I believe he's the head of operations for  
7 Helix Electric.

8 (Exhibit 16 marked  
9 for identification.)

10 BY MR. ZIMBELMAN:

11 Q. Exhibit 16 comes from Helix's production and  
12 it is an e-mail from Bob Johnson to Randy Nickerl, on  
13 July 11th, 2008. I'm sorry, it's actually from Randy  
14 to Bob on July 11, 2008, and it attaches a version of  
15 the Helix Electric Exhibit, which without spending too  
16 much time does have some differences between the  
17 document that we just looked at that Randy signed on  
18 April 8, 2008.

19 I'm wondering if you know anything about  
20 this?

21 A. I haven't seen it.

22 Q. On the e-mail, Randy writes, "Bob, I've gone  
23 through and done all I can. I think I left intact for  
24 you. Go ahead and review/sign and get it back and we  
25 will put this to rest. Thanks, Randy Nickerl."

1 Does that indicate to you that Randy was  
2 responding to additional revisions by Helix?

3 A. Yeah, it could be taken that way.

4 Q. Is there another way that you would interpret  
5 that?

6 A. Without being privy to their conversations  
7 back and forth, I couldn't say.

8 Q. That is a fair answer.

9 I know there's another witness that's going  
10 to testify about payments, so I'm not going to get into  
11 the dollars and cents, but I do want to know if you had  
12 conversations with Helix. At or around the time that  
13 APCO stopped work on the project, did you have  
14 conversations, whether it was Andy or Bob or anyone  
15 else, at Helix about nonpayment or delayed payment?

16 A. Andrew and I had a few conversations.

17 Q. What was the gist of those conversations?

18 A. Just that we couldn't believe we were in the  
19 situation that we were, that Manhattan -- that Gemstone  
20 was holding us up to what they were and to the degree  
21 of it.

22 Q. What was your understanding at that time as  
23 to why payment wasn't forthcoming?

24 A. My belief, and this was just my belief at the  
25 time, they just didn't have the money.

# **EXHIBIT 2**

**JA001043**

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DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada  
corporation,

Plaintiff,

vs.

CASE NO. A571228  
DEPT. NO. XIII

GEMSTONE DEVELOPMENT WEST, INC.,  
a Nevada corporation; NEVADA  
CONSTRUCTION SERVICES, a Nevada  
corporation; SCOTT FINANCIAL  
CORPORATION, a North Dakota  
corporation; COMMONWEALTH LAND  
TITLE INSURANCE COMPANY; FIRST  
AMERICAN TITLE INSURANCE COMPANY  
and DOES I through X,

Defendants.

-----

AND ALL RELATED MATTERS.

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THE DEPOSITION OF

BRIAN DAVID BENSON

PMK on behalf of APCO Construction

Monday, June 5, 2017

9:07 a.m.

2300 West Sahara Avenue, Suite 770

Las Vegas, Nevada

June W. Seid, CCR No. 485

APPEARANCES OF COUNSEL

For Plaintiff:

JACK CHEN MIN JUAN, ESQ.  
Marquis Aurbach & Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
702.382.0711  
702.207.6072 Fax  
jjuan@maclaw.com

For Helix Electrical of Nevada, LLC:

ERIC B. ZIMBELMAN, ESQ.  
Peel Brimley, LLP  
3333 East Serene Avenue  
Suite 200  
Henderson, Nevada 89074  
702.990.7272  
702.990.7273 Fax  
ezimbelman@peelbrimley.com

For Interstate Plumbing & Air Conditioning:

ELIZABETH E. STEPHENS, ESQ.  
Sullivan Hill Lewin Rez & Engel  
228 South Fourth Street  
First Floor  
Las Vegas, Nevada 89101  
702.382.6440  
702.384.9102 Fax  
stephens@shlaw.com

For National Wood Products, Inc.:

JOHN B. TAYLOR, ESQ.  
Cadden & Fuller, LLP  
114 Pacifica  
Suite 450  
Irvine, California 92618  
949.788.0827  
949.450.0650 Fax  
jtaylor@caddenfuller.com

CERTIFICATE OF REPORTER

STATE OF NEVADA )  
 )  
COUNTY OF CLARK ) SS:

I, June W. Seid, a Certified Court Reporter  
licensed by the State of Nevada, certify: That I  
reported the deposition of BRIAN DAVID BENSON, on  
Monday, June 5, 2017, at 9:07 a.m.;

That prior to being deposed, the witness was  
duly sworn by me to testify to the truth. That I  
thereafter transcribed my said stenographic notes via  
computer-aided transcription into written form, and  
that the typewritten transcript is a complete, true and  
accurate transcription of my said stenographic notes.  
That review of the transcript was requested.

I further certify that I am not a relative,  
employee or independent contractor of counsel or of any  
of the parties involved in the proceeding; nor a person  
financially interested in the proceeding; nor do I have  
any other relationship that may reasonably cause my  
impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my  
office in the County of Clark, State of Nevada, this  
15th day of June, 2017.

*June W. Seid*

JUNE W. SEID, CCR NO. 485

**Bob Johnson**

---

**From:** Randy Nickerl [rnickerl@apcoconstruction.com]  
**Sent:** Friday, July 11, 2008 1:07 PM  
**To:** Bob Johnson  
**Subject:** MW subcontract admendment

**Attachments:** 20080711124222016.pdf



2008071112422201  
6.pdf (956 KB)...

Bob, I have gone through and done all I can, I think I left in tact for you.  
Go ahead review/sign and get it back and we'll put this to rest.  
Thanks

Randy Nickerl  
APCO Construction





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**Page 1**

1. Section 1, Paragraph 1.3: **Revise as follows:** add the phrase "... except to the extent a particular obligation of the Subcontractor is set forth in this Subcontract" to the end of the first sentence; add the phrase "... with respect to the Work of this Subcontract" to the end of the second sentence; and delete the third sentence.
2. Section 3, Paragraph 3.2: **Revise to read as follows:** "In Consideration of the promises, covenants and agreements of Subcontractor herein contained, and the full, faithful and prompt performance of the work in accordance with the Contract Documents, Contractor agrees to pay, and Subcontractor agrees to receive and accept as full compensation for doing all Work and furnishing all materials and equipment contemplated and embraced in this Subcontract, ~~for all loss or damage arising from the execution of Subcontractors Work, for all loss or every description connected with the execution of Subcontractors Work, and for well and faithfully completing the Work and the whole thereof in the manner and according to the requirements and instructions of Contractor and Owner or Owner's agents in charge of the work, if any, payment in the amount of the Subcontract Price.~~"   C
3. Section 3, Paragraph 3.4: ~~Delete the 2<sup>nd</sup> and 5th sentences in their entirety.~~   C
4. Section 3, Paragraph 3.5: **Delete the last sentence** ("Subcontractor herein agrees to assume the same risk that the Owner may become insolvent that Contractor has assumed by entering in to the Prime Contract with the Owner.")
5. Section 3, Paragraph 3.7: **Revise as follows:** Third line delete "...regardless of the source of said obligation." **And replace with** "...under the provisions of this Subcontract."
6. Section 3, Paragraph 3.7: **Add the following:** "Contractor agrees that before it may apply funds due Subcontractor to any alleged indebtedness of Subcontractor, Contractor shall first give Subcontractor written notice not later than ten days after the alleged indebtedness of Subcontractor was incurred."
7. Section 3, Paragraph 3.8: **Add the following:** "If retention is reduced on the project, same will be passed on to the Subcontractor."
8. Section 4: **Add the following:** "In the event the schedule as set forth above is changed by Contractor for whatever reason so that Subcontractor either is precluded from performing the work in accordance with said schedule and thereby suffers delay, or, is not allowed the number of calendar days to perform the work under such modified schedule and must

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accelerate its performance, then Subcontractor shall be entitled to receive from Contractor payment representing the costs and damages sustained by Subcontractor for such delay or acceleration, providing said costs and damages are first paid to Contractor."

9. Section 4, Paragraph 4.1: **Add the following new paragraph:** "Contractor shall make available to Subcontractor in a prompt fashion, all information in its possession that affects Subcontractor's ability to meet its obligations under this Subcontract. Information that affects this Subcontract shall include, but not be limited to, information relating to such matters as delays, modifications to the Contractor's agreement with the Owner or other subcontracts that affect the work of the Subcontractor, impending strikes or work stoppages by any trade and deterioration of the Owner's ability to pay for the Work on the Project."
10. Section 4, Paragraph 4.3 **Delete in its entirety and replace with following:** "4.3 Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract, and shall regularly haul such waste materials and rubbish to trash receptacles provided by Contractor in convenient locations on the Project's premises. Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors and shall not be subject to any charge by Contractor for trash removal or cleanup determined on a pro rata or similar basis."
11. Section 4, Paragraph 4.4: **Delete the last sentence.**
12. Section 4, Paragraph 4.6: **Revise as follows:** add the words "negligent or wrongful acts of the . . ." after the words "delays caused by" in the third line of Paragraph 4.6; then add the following to the end of Paragraph 4.6: "Further, in the event Contractor seeks to assess liquidated or other delay damages against Subcontractor, such an award of liquidated damages shall be assessed against Subcontractor only to the extent caused by Subcontractor, Subcontractor's employees and agents, sub-subcontractors or their agents or employees or other persons performing portions of the work under contract with Subcontractor, or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract. Contractor shall not assess liquidated damages against Subcontractor unless and until the Contractor gives written notification of intent and basis of determination of amounts and degree of responsibility Subcontractor and all other subcontractors. Such written notification must be given within a reasonable period of time after the occurrence for which the Contractor seeks to assess liquidated damages, not to exceed ten (10) days after the Contractor became knowledgeable of the alleged event causing the damage."
13. Section 5, Paragraph 5.2: **Revise as follows:** First line delete "24 hours" and replace with "5 days". add the words "Contractor's written" after the word "of" at the beginning of the

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second line in Paragraph 5.2; and delete the text of Paragraph 5.2, starting with the words "~~and also less professional~~" in the sixth line, through the end of the paragraph.

14. Section 5, Paragraph 5.4: Delete the text of Paragraph 5.4, starting with the words "Subcontractor shall bear part," in the fourth line, through the end of the paragraph.

- ~~15. Section 5, Add the following new paragraph: "Notwithstanding any other provision of this Subcontract, the parties agree that at no time shall the value of additional labor and materials put in place by Subcontractor at the written direction of Contractor exceed \$15,000.00 without a fully executed, agreed upon change order modifying the Subcontract Price."~~

16. Section 8, Paragraph 8.4: Delete the second paragraph in its entirety.

- ~~17. Section 8, Add the following new paragraph: "Subcontractor may terminate this Subcontract or its obligations under the Contract Documents, for the same reasons and under the same circumstances and procedures with respect to the Contractor as Contractor may terminate its agreement with respect to the Owner, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Subcontractor, Subcontractor shall be entitled to recover from Contractor payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages, providing Contractor first received payment from Owner."~~

18. Section 11, Subparagraph 11.1 (3) and (4). Delete in their entirety and replace with the following: "General Liability Insurance shall be provided by others via a Wrap Insurance Policy for all subcontractors on the project."
19. Section 11, Subparagraph 11.2(a): Revise as follows: delete the phrase "whether or not it is caused in part by an Indemnitee; provided, however, that the . . ." from the 11th line of subparagraph 11.2(a), and replace it with the following phrase: "but only to the extent such claims, etc. arise from the negligence or wrongful acts of Subcontractor, and . . ." delete the word "sole" after the words "due the . . ." in the last line of subparagraph 11.2(a), and add the words "or any third party" at the end of the last sentence in this subparagraph.
20. Section 11, Add the following new paragraph: "Notwithstanding the foregoing, the indemnification obligations of the Subcontractor under this Subcontract shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of

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them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, authorization for extra work, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is a proximate cause of the injury or damage."

21. Section 12, ~~Change to "One Year"~~

22. Section 15, Paragraph 15.1: Add the following paragraphs to the end of Paragraph 15.1  
~~"Notwithstanding anything contained in this Subcontract to the contrary, Subcontractor's risk and expense hereunder shall be limited to the amount of any claim not paid by the "Wrap Up Insurance Program" provided by others."~~

"Notwithstanding anything contained in this Subcontract to the contrary, once Subcontractor has received payment for its Work in place, title to same shall pass to Owner and Subcontractor shall no longer be responsible for any damage or loss thereto so long as said damage is not caused by Subcontractor or anyone for whom Subcontractor is contractually responsible, and the Owner shall rely on the project's "all-risk" insurance policy to pay for any loss or damage to Subcontractor's work."

23. Section 17, Paragraph 17.3: Delete the phrase "arbitration and other" from the first line and add the following paragraph: "This Subcontract and any dispute resolution proceeding brought to enforce or interpret its provisions, shall be governed by the laws of the place where the Project is located."
24. Section 18, Paragraph 18.1: Revise as follows: Change the word "Contractor's" in the first line, to the words "either party's" in both places where it appears.
25. Section 18, Paragraph 18.7: Revise as following: add the words "and Subcontractor's. . ." after the word "Contractor's . . ." at the beginning of the paragraph, and add the words "and Subcontractor . . ." after the word "Contractor" at the end of the first line.
26. Exhibit A: Subcontractor Scope of Work, Revise the third line as follows:  
"...Addenda/Delta Number(s) N/A through N/A Subcontractor acknowledges that he has performed his own take-off, site visit and..." (No addenda were received)
27. Exhibit A: Site and Building Electric and Low Voltage Complete, 5<sup>th</sup> Line, Revise the following: "...Redwine Engineering, Jordan & Skala Engineers, WRG Engineering, dated May 25, 2007..."

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28. Exhibit A: Site and Building Electric and Low Voltage Complete, 5<sup>th</sup> and 6<sup>th</sup> Line, Delete the follow: "(See attached Project Drawing List)"
29. Exhibit A: Site and Building Electric and Low Voltage Complete, Add the following new section:  
Qualifications:
- Proposal is based on utility metering for 4 story buildings, with building 7 using a tenant sub metering system. Meters shall be located in garage, with access provided similar to the Manhattan East project. All utility company conduits are provided stubbed to 5' outside of the building lines. Additional work is pending utility company drawing review. 4-story buildings to be type V construction with R-2 and S-2 occupancies. 9-story tower to be type II-B construction with R-2, S-2, and A-3 occupancies.
  - P • Fire alarm to minimum code, with separate systems for each building. *per plans*
  - P • This proposal is based on wiring methods typical for this type of construction including the use of Romex cable, MC cable, SER cable, aluminum feeders, die cast set screw fittings, PVC underslab conduits, PVC embedded conduits, PVC through-slab transitions, etc. *as code allows*
  - P • Light fixture counts are per 5-25-07 drawings. All light fixtures are as selected by Helix. *per plans*
  - P • HVAC connections are based on individual split systems for each living unit with roof or balcony mounted condensing units and fancoils in the closet ceilings *per plans*
  - P • Emergency lighting is via battery packs or bugeyes for buildings 2, 3, 8, and 9 with building 7 on emergency power system. *per plans*
  - All units include 40 amp electric oven, 120 volt dryer connection, and 120V power receptacle for gas water heater.
  - No owner allowances are included at this time.
  - The design is based on the notion that Helix and/or its subcontractor will have an opportunity to review and revise the report draft prior to it being issued to the AHJ.
  - Decorative and specialty lighting for condominium units are not defined and not shown in the bid documents, and nothing is included for these. We have made no allowances for soffit lighting, neon, etc in all building areas.
  - P • This proposal is based on type V construction with an R occupancy. Branch wiring is via Romex cable as allowed by code. ~~Our budget is based on the framer providing for us a direct wire path through any steel or iron wall studs~~ *per plans*.
  - P • This proposal is based on the use of Romex cable as allowed by code. We assume the corridor ceiling assembly will allow for the use of Romex for branch wiring in the corridor" *per plans*.
  - A 2-hour rated enclosure must be provided for all emergency power feeders. All emergency power equipment including generators, panels, switchboards, transformers, etc must be enclosed in 2-hour rated rooms or enclosures.

HELIX00584

JA001052

**HELIX ELECTRIC EXHIBIT  
TO THE STANDARD SUBCONTRACT AGREEMENT  
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)  
AND HELIX ELECTRIC OF NEVADA, LLC.  
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV  
(APCO JOB #168/HE JOB #16713)**

Page 6

- This proposal is based on all rooms as "non-ADA" rooms. No special or additional conduits, boxes, devices, etc are included to allow for provision to convert the condos to ADA compliance. It is assumed that it will be the responsibility of the individual owners to make their condos "compliant" via remodel after construction completion. Per the plans there are six ADA rooms identified, three in Building 7 and three for Buildings 8 & 9.
  - This proposal is based on an OCIP or CCIP "wrap" scenario where general liability insurance is provided by others for all subcontractors on site. Helix Electric's exposure under the Wrap up Insurance Program deductible/SIR is limited to \$25,000 for a medium hazard trade contractor.
  - Chases of sufficient size must be provided for conduit and cable feeds up the tower (building type 3). This proposal assumes electrical and telecom rooms stack from the ground floor to the roof.
  - This proposal is based on drop ceilings provided in the tenant rooms across the kitchens, baths, laundry rooms, and hallways on the corridor side of each unit. Corridors and common areas to have drop ceilings also per plans.
  - No allowances are included for connection to such specialty items as steam generators, wine coolers, specialty appliances such as subzero refrigerators.
  - Proposal includes fire pump connection in 9-story building only.
  - Pool connections are limited to power to pool panels only. All equipment to be provided and installed by pool subcontractor.
  - Building type breakdowns are for budgeting purposes only, and are contingent upon award of all buildings in (1) contract, with all work performed by phase, with phase two starting eighteen months after the phase one start date of July 7, 2007.
  - Budget is based upon Helix Electric having input in the selection and placement of electrical equipment and systems in order to maintain the project budget. This proposal is based on a design build scenario. Design fees are part of a separate proposal. *with Gem Stone*
  - Any price breakouts are provided for accounting purposes only. This proposal is based on all parts performed under one continuous schedule.
  - Wages are based on non-prevailing rates.
  - ~~This proposal is based on a 20-month schedule.~~
  - This proposal is based on work performed during normal business hours. *incl. split shifts if required*
30. Exhibit A: Site and Building Electric and Low Voltage Complete, Add the following new section:  
Exclusions:
- Utility Company fees.
  - Formed concrete (pipe barriers or bollards, pole bases, housekeeping pads, etc.).
  - Sacking of pole bases.

**HELIX ELECTRIC EXHIBIT  
TO THE STANDARD SUBCONTRACT AGREEMENT  
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)  
AND HELIX ELECTRIC OF NEVADA, LLC.  
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV  
(APCO JOB #168/HE JOB #16713)**

Page 7

- Temporary power and lighting. *APCO provides power at bldgs only*
- Cutting, patching, and painting of any kind.
- Offsite hauling of trenching spoils.
- Import of water for backfill operation.
- Fixture enclosures of any kind.
- Control wiring for HVAC, etc.
- Offsite improvements not mentioned in this proposal.
- Landscape Lighting per 5/25 plans.
- Dumpsters for trash.
- Access panels.
- Bond costs.
- Surveying and staking.
- Emergency power for 4-story buildings.
- Duct detectors: furnish, install, and control wiring. *110V power included if required.*
- Traffic control, trench plates, traffic and pedestrian barriers.
- Fire rated enclosures for emergency power feeders and equipment.
- Connection to jacuzzi tubs. No allowance is made for these appliances in our service and feeder load calculations (assumed to be recalculated once condo owners make option selections)
- Lightning Protection system. *per plans*
- Fire stopping, putty pads, fire sealing. *Helix Electric did not bid fire stopping for either phase, a credit of \$15,000.00 has been offered in good faith for fire stopping on Phase 1; no dollars are offered for Phase 2.*
- Work associated with guardhouses (none shown)
- Electrical engineering and design fees.
- Linear LED lighting and cove lighting in building seven- not enough information to get pricing. *as shown on 5/25/07 dwp's.*
- All additional lighting and devices from design meetings on June 1, 2007 are excluded at this time.
- Door locking hardware for card access system (furnished and installed by others).

31. Special Conditions (a): *His* Revise to read: "The Subcontractor shall be responsible for clean up of employees break & lunch trash on the job site."

32. Special Conditions, Item (g): ~~Delete in its entirety.~~ *billing due the 20<sup>th</sup> of month provided to end of month*

33.

34.

35.

HELIX ELECTRIC EXHIBIT  
TO THE STANDARD SUBCONTRACT AGREEMENT  
BETWEEN ASPHALT PRODUCTS CORPORATION (APCO)  
AND HELIX ELECTRIC OF NEVADA, LLC.  
FOR THE MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV  
(APCO JOB #168/HE JOB #16713)  
Page 8

36.

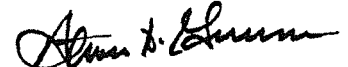
\_\_\_\_\_  
Victor Fuchs  
President

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Treasurer / Dividing eqt.  
Date: 7-10-08



# **EXHIBIT 3**

**JA001056**

  
CLERK OF THE COURT

SMO  
FLOYD A. HALE, ESQ.  
Nevada Bar No. 1873  
JAMS  
3800 Howard Hughes Pkwy, 11<sup>th</sup> Fl.  
Las Vegas, NV 89169  
Ph: (702) 457-5267  
Fax: (702) 437-5267  
Special Master

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada corporation,	)	CASE NO. A571228
	)	DEPT NO. XIII
	)	
Plaintiff,	)	
	)	Consolidated with:
v.	)	
	)	A574391; A574792; A577623; A583289;
GEMSTONE DEVELOPMENT WEST, INC.,	)	A587168; A580889; A584730; A589195;
a Nevada corporation,	)	A595552; A597089; A592826; A589677;
	)	A596924; A584960; A608717; A608718;
Defendant.	)	and A590319
	)	
AND ALL RELATED MATTERS,	)	
	)	

SPECIAL MASTER ORDER REQUIRING COMPLETION  
OF QUESTIONNAIRE

A Special Master Hearing was conducted on August 1, 2016. At that time, and due to the number of parties that initially appeared in the above-captioned cases as opposed to the parties who are seemingly participating in this litigation after the appeal Stay being lifted, the Special Master is directing each party who has asserted a claim to complete responses and eserve a Notice of Compliance to all parties responses to the attached Questionnaire by September 23, 2016. Should a party fail to return the Questionnaire by September 23, 2016, without prior approval of the Special Master, the Special Master will consider the failure of that party to provide a completed Questionnaire as consent that such party no longer desires to pursue it(s) claims, and the Special Master will Recommend to the

1 District Court that the party's claims be considered abandoned and dismissed.

2 Any responses or information a party seeks to submit to the Special Master regarding this Order  
3 must be made in writing prior to September 23, 2016.

4 IT IS ORDERED that all parties are required to serve responses to the attached Questionnaire  
5 by electronic service in this litigation by September 23, 2016, or it will be assumed the parties that do  
6 not respond to the Questionnaire have abandoned any claim related to this litigation.  
7

8 DATED this 1st day of September, 2016.

9 By: /s/ Floyd A. Hale  
10 FLOYD A. HALE, Esq.  
11 Nevada Bar No. 1873  
12 3800 Howard Hughes Pkwy, 11<sup>th</sup> Fl.  
13 Las Vegas, NV 89169  
14 Special Master  
15  
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SPECIAL MASTER QUESTIONNAIRE  
FOR  
APCO CONSTRUCTION V. GEMSTONE DEVELOPMENT WEST, INC.

1. Party's name: \_\_\_\_\_
2. Date range you worked on the Project: Start \_\_\_\_\_ End \_\_\_\_\_
3. Date of notice of lien, if one exists: \_\_\_\_\_
4. Purported amount of lien, if one exists: \_\_\_\_\_
5. Purported amount of claim(s): \_\_\_\_\_
6. Please identify whether your asserted claims are against: APCO \_\_\_\_\_,  
Camco \_\_\_\_\_, or both \_\_\_\_\_.
7. If your claims are asserted against both APCO and Camco, what value of the  
claims do you allocate to each (preliminary estimated allocation):<sup>1</sup>
  - a. APCO: \_\_\_\_\_
  - b. Camco: \_\_\_\_\_
8. Did you receive monies from Camco after September 1, 2008: Yes \_\_\_\_\_ No \_\_\_\_\_
9. Have you and/or your parent or controlling company filed for bankruptcy  
protection subsequent to your assertion of claim(s): Yes \_\_\_\_\_ No \_\_\_\_\_
  - a. If you responded "Yes" to number 9 above, please detail whether the  
Bankruptcy trustee owns, has abandoned, or is asserting the claim(s) on  
your behalf: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*END OF QUESTIONNAIRE\*\*\*

<sup>1</sup> This preliminary estimated allocation is for APCO's and Camco's exposure budgeting purposes only and shall not be deemed a waiver, election or bar to assertion of claims or allocation and may not be offered in evidence against any claimant.

# **EXHIBIT 4**

**JA001060**

**In the Matter Of:**  
**APCO vs GEMSTONE DEVELOPMENT**

A571228

---

**HELIX ELECTRIC OF NEVADA**

*July 20, 2017*

---

*30(b)(6)*



**ESQUIRE**  
DEPOSITION SOLUTIONS

800.211.DEPO (3376)  
*EsquireSolutions.com*

JA001001

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DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada  
corporation,

Plaintiff,

vs.

CASE NO. A571228  
DEPT. NO. XIII

GEMSTONE DEVELOPMENT WEST, INC.,  
a Nevada corporation; NEVADA  
CONSTRUCTION SERVICES, a Nevada  
corporation; SCOTT FINANCIAL  
CORPORATION, a North Dakota  
corporation; COMMONWEALTH LAND  
TITLE INSURANCE COMPANY; FIRST  
AMERICAN TITLE INSURANCE COMPANY  
and DOES I through X,

Defendants.

-----  
AND ALL RELATED MATTERS.  
-----

THE DEPOSITION OF

ANDREW RIVERA

30(b)(6) witness on behalf of

Helix Electric of Nevada, LLC

Tuesday, July 20, 2017  
9:18 a.m.

2300 West Sahara Avenue, Suite 770  
Las Vegas, Nevada

June W. Seid, CCR No. 485

CERTIFICATE OF REPORTER

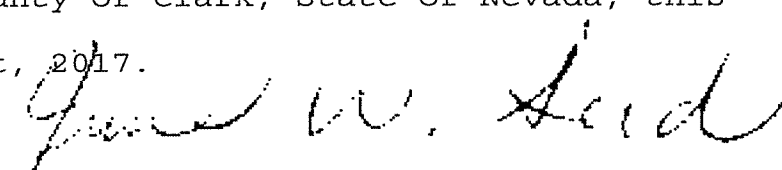
STATE OF NEVADA )  
 )  
COUNTY OF CLARK ) SS:

I, June W. Seid, a Certified Court Reporter  
licensed by the State of Nevada, certify: That I  
reported the deposition of ANDREW RIVERA, on Tuesday,  
July 20, 2017, at 9:18 a.m.;

That prior to being deposed, the witness was  
duly sworn by me to testify to the truth. That I  
thereafter transcribed my said stenographic notes via  
computer-aided transcription into written form, and  
that the typewritten transcript is a complete, true and  
accurate transcription of my said stenographic notes.  
That review of the transcript was requested.

I further certify that I am not a relative,  
employee or independent contractor of counsel or of any  
of the parties involved in the proceeding; nor a person  
financially interested in the proceeding; nor do I have  
any other relationship that may reasonably cause my  
impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my  
office in the County of Clark, State of Nevada, this  
1st day of August, 2017.

  
JUNE W. SEID, CCR NO. 485



1 not?

2 A. APCO?

3 Q. I mean, I'm sorry, Helix. Was Helix ever  
4 paid that amount?

5 A. Yes.

6 Q. So you're not claiming that APCO owed you for  
7 that amount?

8 A. Correct.

9 Q. With this being the last payment application  
10 that was to APCO, who did the next payment application  
11 go to?

12 A. I believe CAMCO.

13 Q. So are you faulting APCO for any payments  
14 that weren't made under CAMCO?

15 A. I do not know. If that's a legal -- I'm not  
16 sure.

17 Q. I mean, you could ask your counsel. I don't  
18 think it's legal. I guess what I'm curious for is --  
19 stated better -- is Helix claiming that APCO is  
20 responsible for any amounts, retainage, payment  
21 certificates, whatever, that went to CAMCO and not  
22 APCO?

23 A. I do not believe so.

24 Q. So as of August 31, 2008, you can't -- Helix  
25 doesn't fault APCO for any payments that would have

# **EXHIBIT 5**

**JA001065**

1	DISTRICT COURT	
2	CLARK COUNTY, NEVADA	
3		
4		
5	APCO CONSTRUCTION, a	)
	Nevada corporation	)
6		) CASE NO.:
		) 08A571228
7	Plaintiff,	)
		) Consolidated with:
8	vs.	) A57192, A574391,
		) A577623, A580889,
9	GEMSTONE DEVELOPMENT	) A583289, A584730,
	WEST, INC., Nevada	) and A587168
10	corporation; NEVADA	)
	CONSTRUCTION SERVICES, a	)
11	Nevada corporation;	)
	SCOTT FINANCIAL	)
12	CORPORATION, a North	)
	Dakota corporation;	)
13	COMMONWEALTH LAND TITLE	)
	INSURANCE COMPANY; FIRST	)
14	AMERICAN TITLE INSURANCE	)
	COMPANY and DOES I	)
15	through X,	)
		)
16		)
		)
17	Defendants.	)
	AND ALL RELATED MATTERS.	)
18		
19	DEPOSITION OF DAVID E. PARRY	
20	30(b)(6) of CAMCO PACIFIC CONSTRUCTION COMPANY, INC.	
21	LAS VEGAS, NEVADA	
22	TUESDAY, JUNE 20, 2017	
23		
24	REPORTED BY: KAREN L. JONES, CCR NO. 694	
	JOB NO.: 395562	
25		

1 DEPOSITION OF DAVID E. PARRY, taken at PEEL  
2 BRIMLEY, located at 3333 E. Serene Avenue, Suite  
3 200, Las Vegas, Nevada, on Tuesday, June 20, 2017,  
4 at 9:13 a.m., before Karen L. Jones, Certified Court  
5 Reporter, in and for the State of Nevada.

6

7 APPEARANCES:

8 For Camco Pacific Construction Company:

9 GRANT MORRIS DODDS  
10 BY: STEVEN L. MORRIS, ESQ.  
11 10161 West Park Run Drive, Suite 230  
12 Las Vegas, Nevada 89145

13 For Various Lien Claimants:

14 PEEL BRIMLEY LL;  
15 BY: ERIC B. ZIMBELMAN, ESQ.  
16 3333 East Serene Avenue, Suite 200  
17 Henderson, NV 89074  
18 702.99.7272  
19 ezimbelman@peelbrimley.com

20 For National Wood Products:

21 CADDEN & FULLER, LLP  
22 BY: JUDY HIRAHARA, ESQ.  
23 114 Pacifica, Suite 450  
24 Irvine, California 92618  
25 949.788.0827  
jhirahara@caddenfuller.com

1 APPEARANCES (continued):

2 For APCO CONSTRUCTION:

3 MARQUIS AURBACH COFFING  
4 BY: JACK JUAN, ESQ.  
5 10001 Park Run Drive  
6 Las Vegas, Nevada 89145  
7 702.382.0711  
8 jjuanmaclaw.com  
9  
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CERTIFICATE OF REPORTER

1  
2 STATE OF NEVADA )  
3 ) SS:  
4 COUNTY OF CLARK )

5 I, Karen L. Jones, a duly commissioned and  
6 licensed Court Reporter, Clark County, State of  
7 Nevada, do hereby certify: That I reported the  
8 taking of the deposition of the witness, DAVID E.  
9 PARRY, commencing on Tuesday, June 20, 2017, at 9:13  
10 a.m.

11 That prior to being examined, the witness was,  
12 by me, duly sworn to testify to the truth. That I  
13 thereafter transcribed my said shorthand notes into  
14 typewriting and that the typewritten transcript of  
15 said deposition is a complete, true and accurate  
16 transcription of said shorthand notes.

17 I further certify that I am not a relative or  
18 employee of an attorney or counsel of any of the  
19 parties, nor a relative or employee of an attorney  
20 or counsel involved in said action, nor a person  
21 financially interested in the action.

22 IN WITNESS HEREOF, I have hereunto set my  
23 hand, in my office, in the County of Clark, State of  
24 Nevada, this 2nd day of July, 2017.

*Karen L. Jones*

KAREN L. JONES, CCR NO. 694

1 amended shortly after it was entered into?

2 A. No.

3 MR. ZIMBELMAN: Let's start with the  
4 original. So 21.

5 (Exhibit 21 marked.)

6 MR. MORRIS: This is Camco 01293.

7 MR. JUAN: 01?

8 MR. MORRIS: 293.

9 MR. ZIMBELMAN: Thanks, Steve. I'll try  
10 to do that.

11 MR. MORRIS: Through 01319.

12 MR. JUAN: Thank you.

13 BY MR. ZIMBELMAN:

14 Q. So what I'm showing you is a document  
15 produced by Camco in its 16.1 disclosures Bates  
16 number begins Camco-MW 01293. And on its face, it  
17 states that it's a construction -- General  
18 Construction Agreement made as of August 15th  
19 between Gemstone Development West and Camco Pacific  
20 Construction Company, Inc.

21 This particular document, however, is  
22 unsigned. If you look at Bates page 01309. I was  
23 unable to find a signed version of this agreement in  
24 your documents. I'm wondering if there is one, to  
25 your knowledge.

1           A.           I -- I'm sure we would have signed an  
2     agreement before we went forward with it, but I  
3     wouldn't be able to tell you where to find it at  
4     this point.

5           Q.           What, if anything, did you do to assist  
6     your attorneys in producing documents for this  
7     litigation?

8           A.           We provided file boxes of -- of the  
9     files to our attorneys.

10          Q.           And did you retain any documents that  
11     you did not provide the attorneys?

12          A.           Not purposefully, no.

13          Q.           Do you continue to have original  
14     documents? I mean, did you make copies and provide  
15     them or did you just ship over the boxes?

16          A.           I don't recall which we did.

17          Q.           If you had additional documents at this  
18     time and I mean you, I mean Camco, where would they  
19     be?

20          A.           I'm not sure where they would be at this  
21     time.

22          Q.           And why is that?

23          A.           The office was closed here. Documents  
24     were moved and I wasn't party to the -- to that  
25     action.



1 Q. When was the office -- when you say  
2 "here," you mean in Las Vegas?

3 A. In Las Vegas.

4 Q. When was the office in Las Vegas closed?

5 A. Within the last year.

6 Q. And so is there only a California office  
7 at this point for Camco?

8 A. Yes.

9 Q. And what city is that located in?

10 A. It's in Irvine, California.

11 Q. And is there a place where Camco keeps  
12 documents, keeps records, storage?

13 A. We keep some documents at the office.  
14 I'm not certain if there's another location for  
15 documents.

16 Q. When was the last time you actively  
17 looked for documents relating to this litigation?

18 A. Years ago.

19 MR. ZIMBELMAN: This will be Exhibit 22.  
20 (Exhibit 22 marked.)

21 BY MR. ZIMBELMAN:

22 Q. So what I'm showing you now, Exhibit  
23 Number 22, CAMCO-MW 01320 through 01348. Again,  
24 from the Camco production and it's a document  
25 entitled "Amended and Restated ManhattanWest General

1 Construction Agreement."

2 And if you'll look at Bates page 01338,

3 that's the signature page. Yes, that's the one.

4 And it does appear to have signatures of Alexander

5 Edelstein and David E. Parry, correct?

6 A. Yes.

7 Q. For Gemstone and Camco, right?

8 A. Right.

9 Q. And that is your signature, correct?

10 A. Yes.

11 Q. The Amended and Restated General

12 Construction Agreement states that it is made as of

13 August 25, 2008. It also states in its recital that

14 the developer, meaning Gemstone, and the general

15 contractor, meaning Camco, entered into the

16 ManhattanWest General Construction Agreement dated

17 August 15, 2008, and it's referred to as the

18 "Original Agreement."

19 Do you believe that to be Exhibit 21

20 that we just looked at?

21 A. Yes.

22 Q. Are you aware of any other agreement or

23 version of this Exhibit 21 agreement?

24 A. I don't recall if there's another one or

25 not.

1 Q. And the reason again I'm asking is  
2 Exhibit 21 doesn't have any signatures on it?

3 A. Right.

4 Q. You don't have an understanding as to  
5 why that would be?

6 A. No.

7 Q. Do you have any belief that Exhibit 21,  
8 the unsigned original agreement is not precisely the  
9 agreement that was signed? In other words, that  
10 this agreement wasn't changed in some fashion before  
11 it was signed?

12 A. I wouldn't know that at this time.

13 Q. If that were ever true, you don't  
14 remember?

15 A. That's correct.

16 Q. Do you have any independent recollection  
17 of having amended and restated the agreement between  
18 Camco --

19 A. I don't.

20 Q. This doesn't ring a bell at all?

21 A. No.

22 Q. And therefore you wouldn't be able to  
23 tell me why that occurred or what changes were  
24 requested as part of that without going line by line  
25 on the document?

**ManhattanWest  
General Construction Agreement**

This General Construction Agreement (the "Agreement") is made as of August 15, 2008 (the "Effective Date") between Gemstone Development West, Inc. ("Developer") and Camco Pacific Construction Company, Inc. ("General Contractor"). Nevada State Contractors License No. 37507 (unlimited) for the completion of Buildings 2, 3, 7, 8, and 9 of the ManhattanWest mixed-use development project described in the Contract Documents (the "Project") and located at the following Assessors Parcel Numbers: 163-32-101-003, 163-32-101-004, 163-32-101-005, 163-32-101-010, and 163-32-101-014 (the "Project Site").

Developer and General Contractor hereby agree as set forth below.

**ARTICLE I  
GENERAL PROVISIONS**

**1.01 Contract Documents.** General Contractor has received the drawings and specifications for the Project set forth on the Planwell PDS site located at [https://order.e-arc.com/arcEOC/PWELL\\_Project\\_main.asp?pvf=70-1-11863](https://order.e-arc.com/arcEOC/PWELL_Project_main.asp?pvf=70-1-11863) as of the Effective Date (the "Contract Documents"). The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by General Contractor. Upon delivery to, and consent by, General Contractor of any updates to the Contract Documents, such updates shall be automatically incorporated into this Agreement.

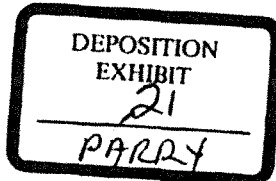
**1.02 Defined Terms.** Unless otherwise defined in this Agreement, all capitalized terms contained in this Agreement are defined in the Glossary of Defined Terms attached to this Agreement as Exhibit A.

**1.03 Schedule of Values.** Attached to this Agreement as Exhibit B is the Schedule of Values.

**ARTICLE II  
GENERAL CONTRACTOR RESPONSIBILITIES**

In exchange for the consideration to be provided to General Contractor pursuant to Article VI, General Contractor shall provide the services set forth below (the "Services"):

**2.01 Third-Party Service Providers.** General Contractor shall engage licensed and insured contractors, subcontractors, sub-subcontractors, vendors and suppliers (the "Third-Party Service Providers") to perform the Work; provided however, that General Contractor shall not be required to source or negotiate with the Third-Party Service Providers. General Contractor may not replace any Third-Party Service Provider without the prior written consent of Developer. <sup>1</sup> Developer may require the replacement of any ~~Third-Party Service Provider~~ <sup>Sub-Contractor</sup> at anytime with or without cause; provided, however, that if Developer is



terminating a Third-Party Service Provider without cause, Developer must first obtain General Contractor's consent, which will not be unreasonably withheld. General Contractor shall engage the Third-Party Service Providers listed on Exhibit C (the "Existing Third-Party Service Providers"). All other Third-Party Service Providers engaged by General Contractor are referred to as "New Third-Party Service Providers".

2.02 **Third-Party Agreements.** General Contractor shall incorporate the relevant terms and obligations of this Agreement into its contracts, purchase orders, and other agreements with any New Third-Party Service Providers (the "Third-Party Agreements"); Developer intends to assign the contracts for the Existing Third-Party Service Providers to General Contractor; provided however, that Developer may elect to terminate the existing contracts with some Existing Third-Party Service Providers, and in such event, new Third-Party Agreements will be executed. Within 10 days of the execution of any Third-Party Agreement, General Contractor shall furnish to Developer copies of such Third-Party Agreement. The terms of each Third-Party Agreement shall expressly set forth <sup>that</sup> ~~that~~ Developer is a third-party beneficiary of ~~such Third-Party Agreement~~, <sup>Subcontract Agreement</sup> including, without limitation, any indemnity, warranty, insurance, or liquidated damage provisions obtained by General Contractor ~~from any Third-Party Service Provider~~.

2.03 **General Contractor Staffing.** Except as set forth in the next sentence, General Contractor shall employ at its own expense any staff that is not primarily located on the Project Site. General Contractor shall employ at Developer's expense the personnel identified on Exhibit D at the rates stated therein. Upon receipt of written notice from Developer, General Contractor shall (a) employ additional personnel at Developer's expense and (b) remove from the Project any employee; provided however, that, in such notice, Developer must provide reasonable grounds for such removal request.

2.04 **Payment Processing.** General Contractor shall review and approve the Payment Applications pursuant to the terms of Article VII. Upon receipt of each Progress Payment, General Contractor shall distribute such funds to the Third-Party Service Providers pursuant to Article VII.

2.05 **Lien Releases.** General Contractor shall be responsible for obtaining partial conditional and unconditional lien waivers from all Third-Party Service Providers in connection with each Progress Payment; conditional lien waivers will be provided for the current payment application and unconditional lien waivers will be provided for the prior progress payment. After Final Completion, General Contractor shall be responsible for obtaining final conditional and unconditional lien waivers from all Third-Party Service Providers and from all other persons or entities that could possibly have any right to make a lien against the Project or the Project Site; final conditional lien waivers will be provided with the final payment application and final unconditional lien waivers will be provided after Final Payment.

**2.06 Risk Management Inspections.** General Contractor shall conduct periodic safety inspections of the Project Site at Developer's expense.

**2.07 Permits.** General Contractor shall accept and retain all permits necessary for the performance of the Work; provided however, that General Contractor shall assign all permits to Developer or its designee upon receipt of written notice from Developer.

**2.08 Meetings.** Notwithstanding any provision of this Agreement, upon receipt of a written request from Developer to meet with any Third-Party Service Provider, General Contractor will immediately schedule, hold, and attend such meeting or meetings with Developer and such Third-Party Service Provider. Notwithstanding any provision of this Agreement, <sup>③</sup> Developer may meet independently with any Third-Party ~~Service Provider~~ <sup>Subcontractor</sup> at anytime, and each Third-Party ~~Agreement shall require the corresponding Third-Party Service Provider to~~ <sup>Subcontractor</sup> shall attend such meetings.

**2.09 Correspondence.** General Contractor shall, within 24 hours, provide Developer a copy of any correspondence or agreements with any Third-Party Service Provider or government or regulatory agency.

### ARTICLE III EXPRESS EXCLUSIONS FROM THE SERVICES

Any items not set forth in Article II are not considered part of the Services, including, without limitation, the items set forth below (the "Exclusions"):

**3.01 Developer Responsibilities.** The following items shall be the sole responsibility of Developer, and Developer is required to perform these responsibilities in accordance with all applicable federal, state, and local laws, statutes, codes, ordinances, building codes, rules and regulations, and are not, therefore, part of the Services:

(a) Developer shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures necessary for or related to the Work.

(b) Developer shall provide, or cause to be provided, and shall pay for engineering, labor, materials, equipment, tools, cartage, construction services and Work, construction equipment and machinery, water, heat, utilities, transportation, safety precautions and programs, and other facilities and services necessary for proper construction, execution and completion of the Work.

(c) Developer shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. General Contractor and General Contractor's accountants shall be afforded access to, and shall be permitted to audit and

copy, Developer's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work. General Contractor shall treat as confidential all records obtained from Developer pursuant to this Section 3.01(c), subject to any legal requirements to disclose such information (e.g., subpoenas, audits, etc.).

(d) Developer shall be responsible for all shop drawings, product data, samples and similar submittals required by the Project.

(e) Developer shall provide an onsite trailer which shall be shared by General Contractor and Developer.

(f) Developer shall provide any required security to the Project Site, all field measurements, assessments of field conditions, and as-built drawings.

(g) Developer shall be solely responsible for (i) insuring that the Contract Drawings are consistent with each other and adequately describe the Work; (ii) distributing current and coordinated Contract Documents to all of the Third-Party Service Providers; and (iii) maintaining at the Project Site any required copies of the Contract Drawings.

(h) Developer shall be solely responsible for obtaining any and all approvals, permits, fees, bonds, licenses, and inspections of the various government agencies, utility providers, or any other third-parties including, without limitation, the Certificate of Occupancy for each Building.

(i) Developer shall be solely responsible for performing and coordinating all of the services required to obtain any utility services required by the Project.

(j) Developer shall be solely responsible for maintaining safety precautions and programs in connection with the Work.

(k) Developer shall be liable for damage or loss to the property at the Project Site.

(l) Developer shall be responsible for all costs relating to or arising out of the termination of any Third-Party Service Provider.

**3.02 Express Exclusions.** The following items are expressly excluded from the Services, but this list is not intended to be exhaustive or complete, and the fact that an item is not listed below shall not imply that such item is included in the Services; only those items expressly identified in this Agreement as General Contractor's responsibility are included in the Services.

(a) General Contractor shall not be responsible for any of the costs, fees, or expenses related to the Work.

(b) General Contractor shall not be required to deliver any daily reports.

(c) General Contractor shall not be responsible to Developer for acts, errors and omissions of Developer or any Third-Party Service Provider.

(d) General Contractor shall not be responsible for the design of the Project.

(e) General Contractor shall not be responsible for the performance of the Third-Party Service Providers.

(f) General Contractor shall not be responsible for any cost overruns by Third-Party Service Providers.


(g) General Contractor shall not be responsible for delays by any Third-Party Service Provider.

#### ARTICLE IV SCHEDULE AND COMPLETION

4.01 **Completion.** The Work within or related to each Building shall be deemed completed upon the (a) completion of the Work in such Building and the corresponding common area around such Building and (b) issuance of the Certificate of Occupancy or Certificate of Completion for such Building (collectively, a "Building Completion"). The Work for the entire Project shall be completed upon Building Completion for Buildings 2, 3, 7, 8, and 9 (the "Final Completion").

4.02 **Schedule.** Preparation and adherence to the construction schedule shall be Developer's responsibility. General Contractor shall not be required to obtain any Building Completion or the Final Completion pursuant to any schedule or timeframe; provided however, that General Contractor shall perform the Services pursuant to any reasonable timeframe established by Developer.

#### ARTICLE V WARRANTY AND INDEMNITY

 5.01 **Warranty.** The Third-Party Agreements shall (a) require each Third-Party Service Provider to issue a two year warranty pursuant to the terms to be provided by Developer (the "Express Warranty") and (b) Developer is a third-party beneficiary of the Express Warranty. General Contractor (i) hereby expressly disclaims any express or implied warranty of any kind in connection