

**IN THE SUPREME COURT OF NEVADA**

PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
non-profit corporation,

Appellant,

vs.

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada  
corporation,

Respondents.

Electronically Filed  
Sep 21 2020 06:34 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPEAL**

from the Eighth Judicial District Court, Clark County, Nevada  
The Honorable Susan H. Johnson, District Judge  
District Court Case No. A-16-744146-D

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**APPELLANT'S APPENDIX VOL 22 OF 27**

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Panorama Tower I  
 48062208278589-A  
 PANORAMA TOWER I  
 ~~~SEE NOTES~~~

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|            | CSW | L250 | A103 | DRAFT/REVISE (CONTINUE) REPLY BRIEF ON BEHALF OF BUILDERS, IN REPLY TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDER'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                | 0.10 16.50  |
|            | CSW | L250 | A103 | DRAFT/REVISE (CONTINUE) OPPOSITION BRIEF ON BEHALF OF BUILDERS, IN OPPOSITION TO ASSOCIATION'S REQUEST FOR CONDITIONAL COUNTERMOTION TO EXTEND TOLLING FOR THE BASIS OF GOOD CAUSE IN ORDER TO ADDRESS THE UNTIMELINESS OF THEIR CONSTRUCTION DEFECT CLAIMS                                                                                                                                                                                                                                                            | 0.65 107.25 |
| 03/13/2019 | PCB | L310 | A103 | DRAFT/REVISE (FINALIZE) PROPOSED SPECIAL INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS TO THE HOA (ADDING TO BOTH DOCUMENTS ADDITIONAL SECTIONS ON UNIT 300, THE HISTORY OF CC&R AMENDMENTS, HISTORY OF REPAIRS, HISTORY OF MAINTENANCE, AND COMMUNICATIONS BETWEEN THE BOARD AND THE HOA MEMBERS; AS WELL AS FINALIZATION OF LETTER TO SPECIAL MASTER HALE EXPLAINING WHY THE PROPOSED WRITTEN DISCOVERY SHOULD BE APPROVED (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II). | 1.10 203.50 |
|            | LSG | L250 | A104 | REVIEW/ANALYZE (CONTINUE) OPPOSING PARTY'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT, IN PREPARATION FOR DRAFTING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT REGARDING STATUTE OF REPOSE, RE: ARGUMENT FOR COMPULSORY COUNTERCLAIMS AND RELATION BACK DOCTRINE. (MOTION WORK APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 01.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                          | 0.20 33.00  |
|            | LSG | L250 | A103 | DRAFT/REVISE (CONTINUE) REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT REGARDING STATUTE OF REPOSE, RE: ANALYSIS ON OPPOSING PARTY'S ARGUMENT ON COUNTERCLAIMS AND RELATION BACK DOCTRINE (MOTION WORK APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 01.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                    | 0.10 16.50  |
|            | JBV | L320 | A104 | REVIEW/ANALYZE DISCOVERY SUBMITTED ON BEHALF OF CLIENT WITHIN PREVIOUS FILES (1287.517 AND 1287.519), RE: DETERMINING IF CLIENT SUBMITTED RESPONSES TO CASE MANAGEMENT ORDER SUCH AS SPECIAL INTERROGATORIES, INSURANCE QUESTIONNAIRE AND STATEMENT OF WORK, IN                                                                                                                                                                                                                                                        |             |

|     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Hours |        |
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|     |      | PREPARATION FOR PROVIDING ATTORNEY INSURANCE QUESTIONNAIRE INFORMATION AND DOCUMENTATION RELATING TO THE SAME, AS REQUESTED(AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).                                                                                                                                                                                                                                                                                    | 0.45  | 42.75  |
| CSW | L120 | A104 REVIEW/ANALYZE (CONTINUE) BUILDER'S SEPTEMBER 28, 2016 COMPLAINT FOR DECLARATORY RELIEF, RE: ARGUMENTS TO ASSOCIATION'S OPPOSITION PAPERS TO BUILDER'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) SPECIFICALLY IN REGARDS TO ASSOCIATION'S ARGUMENT JUSTIFYING ITS COUNTERCLAIMS AS COMPULSORY, IN PREPARATION TO DRAFTING REPLY BRIEF TO SAME (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.10  | 16.50  |
| CSW | L250 | A103 DRAFT/REVISE (CONTINUE) REPLY BRIEF ON BEHALF OF BUILDERS, IN REPLY TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDER'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                  | 0.95  | 156.75 |
| CSW | L250 | A103 DRAFT/REVISE (CONTINUE) REPLY BRIEF ON BEHALF OF BUILDERS, IN REPLY TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDER'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                  | 0.45  | 74.25  |
| CSW | L250 | A103 DRAFT/REVISE (CONTINUE) REPLY BRIEF ON BEHALF OF BUILDERS, IN REPLY TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDER'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                  | 0.40  | 66.00  |
| CSW | L250 | A104 REVIEW/ANALYZE OLSON V. IACOMETTI NEVADA SUPREME COURT CASE, RE: PARAMETERS AND DETERMINATION OF WHEN A COUNTERCLAIM IS DETERMINED TO BE COMPULSORY VERSUS PERMISSIVE UNDER NRCP 13(A), IN PREPARATION FOR DRAFTING REPLY BRIEF TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDER'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                      | 0.15  | 24.75  |
| CSW | L250 | A103 DRAFT/REVISE (CONTINUE) OPPOSITION BRIEF ON BEHALF OF BUILDERS, IN OPPOSITION TO ASSOCIATION'S REQUEST FOR CONDITIONAL COUNTERMOTION TO EXTEND TOLLING FOR THE BASIS OF GOOD CAUSE IN ORDER TO ADDRESS THE UNTIMELINESS OF THEIR CONSTRUCTION DEFECT CLAIMS (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                               | 0.45  | 74.25  |
| DRG | L250 | A104 REVIEW/ANALYZE LOPEZ V US HOME CORP MOTION TO DISMISS FILED ON AUGUST 1, 2016, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED IN THE MOTION, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S DENIAL OF THE                                                                                                                                                                                                                                                                                  |       |        |

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|     |      | MOTION, TO DISTINGUISH THE ARGUMENTS BY THE JUDGE AND THE RULING IN THE LOPEZ CASE, BECAUSE IT WAS CITED TO AND RELIED UPON IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT REGARDING THE STATUTE OF REPOSE, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.55  | 90.75  |
| DRG | L250 | A104 REVIEW/ANALYZE LOPEZ V US HOME CORP OPPOSITION TO MOTION TO DISMISS BASED UPON STATUTE OF REPOSE,, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED IN THE MOTION, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S DENIAL OF THE MOTION, TO DISTINGUISH THE ARGUMENTS BY THE JUDGE AND THE RULING IN THE LOPEZ CASE, BECAUSE IT WAS CITED TO AND RELIED UPON IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT REGARDING THE STATUTE OF REPOSE, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).                  | 0.65  | 107.25 |
| DRG | L250 | A104 REVIEW/ANALYZE LOPEZ V US HOME CORP REPLY IN SUPPORT OF MOTION TO DISMISS BASED UPON STATUTE OF REPOSE, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED IN THE MOTION, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S DENIAL OF THE MOTION, TO DISTINGUISH THE ARGUMENTS BY THE JUDGE AND THE RULING IN THE LOPEZ CASE, BECAUSE IT WAS CITED TO AND RELIED UPON IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT REGARDING THE STATUTE OF REPOSE, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).             | 0.60  | 99.00  |
| DRG | L250 | A104 REVIEW/ANALYZE ORDER DENYING LOPEZ V US HOME CORP MOTION TO DISMISS FILED ON AUGUST 1, 2016, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED IN THE MOTION AND THE JUDGE'S ORDER, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S DENIAL OF THE MOTION, TO DISTINGUISH THE ARGUMENTS BY THE JUDGE AND THE RULING IN THE LOPEZ CASE, BECAUSE IT WAS CITED TO AND RELIED UPON IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT REGARDING THE STATUTE OF REPOSE, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). | 0.35  | 57.75  |
| DRG | L250 | A104 REVIEW/ANALYZE (BEGIN) PROPERTY RECORDS FROM THE PANORAMA TOWERS, RE: ANALYSIS OF CLOSE OF ESCROW OF HOMEOWNERS THROUGHOUT THE TOWERS, TO MAKE THE ARGUMENT THAT THE ASSOCIATION'S ARGUMENTS THAT  |       |        |

|            |     |      |   | Hours |       |
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|            |     |      | SUBSTANTIAL COMPLETION OCCURRED LATER THAN SHOWN ON THE CERTIFICATES OF OCCUPANCY INCLUDED IN OUR MOTION FAILS, AS THIS WAS THE ARGUMENT PRESENTED IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE. (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.30  | 49.50 |
|            | DRG | L250 | A104 REVIEW/ANALYZE (BEGIN) PROPERTY RECORDS FROM PANORAMA TOWER I, PERMIT NUMBER 04-36699 (88 PAGES OF INSPECTIONS), RE: ANALYSIS OF BUILDING INSPECTION HISTORY, TO COUNTER THE ASSOCIATION'S ARGUMENTS THAT SUBSTANTIAL COMPLETION OCCURRED LATER THAN SHOWN ON THE CERTIFICATES OF OCCUPANCY INCLUDED IN OUR MOTION FAILS, AS THIS WAS THE ARGUMENT PRESENTED IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). | 0.40  | 66.00 |
| 03/14/2019 | JBV | L320 | A104 REVIEW/ANALYZE CLARK COUNTY ASSESSOR DOCUMENTATION FOR TOWER I AND TOWER II, RE: DETERMINING CLOSE OF ESCROW DATES FOR TEN UNITS RANDOMLY SELECTED, IN PREPARATION FOR PROVIDING ATTORNEY FOR ENCLOSING AS EXHIBITS TO REPLY BRIEF TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDERS' MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 01-24-2019) (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).  | 0.45  | 42.75 |
|            | JBV | L320 | A103 DRAFT/REVISE CLOSE OF ESCROW MATRIX OF TEN UNITS RANDOMLY SELECTED FROM TOWERS I AND II, RE: IDENTIFYING UNITS, TOWER AND CLOSE OF ESCROW DATE RANGE TO PROVIDE ATTORNEY FOR ANALYSIS AS ASSESSOR DOCUMENTATION WILL BE ENCLOSED AS EXHIBITS TO REPLY BRIEF TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDERS' MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 01-24-2019) (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).   | 0.10  | 9.50  |
|            | PCB | L390 | A101 PLAN AND PREPARE FOR TODAY'S SPECIAL MASTER HEARING RE: GOING OVER THE ISSUES THAT WILL BE ADDRESSED AT THE MEDIATION AND OUTLINING POSITIONS TO TAKE ON EACH ISSUE (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).  | 0.15  | 27.75 |
|            | PCB | L390 | A109 APPEAR FOR/ATTEND SPECIAL MASTER HEARING (NO TRAVEL TIME INCLUDED IN THIS ENTRY, AS PER CARRIER DIRECTIVE TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II; AS PER APPROVAL OF SHERILYN BRYDON OF ESIS, TWO ATTORNEYS FROM BWB&O PRE-APPROVED FOR ATTENDANCE AT THIS HEARING).   | 0.50  | 92.50 |



|     |      |      |  | Hours |       |
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| PCB | L390 | A109 | APPEAR FOR/ATTEND SPECIAL MASTER HEARING (SEPARATE TRAVEL TIME, BILLED AT 1/2 REGULAR HOURLY RATE, AS PER CARRIER DIRECTIVE TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II; AS PER APPROVAL OF SHERILYN BRYDON OF ESIS, TWO ATTORNEYS FROM BWB&O PRE-APPROVED FOR ATTENDANCE AT THIS HEARING).   | 0.40  | 74.00 |
| CSW | L250 | A104 | REVIEW/ANALYZE COHN V. RITZ TRANSPORTATION INC NEVADA DISTRICT COURT ORDER, RE: PARAMETERS OF COMPULSORY COUNTERCLAIM AS APPLIED BY THE NINTH CIRCUIT AND INTERPRETED BY THE EIGHTH DISTRICT COURT OF NEVADA, IN PREPARATION FOR DRAFTING REPLY BRIEF ON BEHALF OF BUILDERS TO SAME (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.30  | 49.50 |
| CSW | L250 | A104 | REVIEW/ANALYZE IN RE PEGASUS GOLD CORPORATION NINTH CIRCUIT FEDERAL CASE PARAMETERS OF COMPULSORY COUNTERCLAIM AS APPLIED BY THE NINTH CIRCUIT AND INTERPRETED BY THE EIGHTH DISTRICT COURT OF NEVADA, IN PREPARATION FOR DRAFTING REPLY BRIEF ON BEHALF OF BUILDERS TO SAME (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.35  | 57.75 |
| CSW | L250 | A104 | REVIEW/ANALYZE SPARROW V. MAZDA AMERICA CREDIT FEDERAL COURT CASE PARAMETERS OF COMPULSORY COUNTERCLAIM AS APPLIED BY THE NINTH CIRCUIT AND INTERPRETED BY THE EIGHTH DISTRICT COURT OF NEVADA, IN PREPARATION FOR DRAFTING REPLY BRIEF ON BEHALF OF BUILDERS TO SAME (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.20  | 33.00 |
| CSW | L250 | A104 | REVIEW/ANALYZE POCHIRO V. PRUDENTIAL CO. OF AMERICA NINTH CIRCUIT COURT CASE PARAMETERS OF COMPULSORY COUNTERCLAIM AS APPLIED BY THE NINTH CIRCUIT AND INTERPRETED BY THE EIGHTH DISTRICT COURT OF NEVADA, IN PREPARATION FOR DRAFTING REPLY BRIEF ON BEHALF OF BUILDERS TO SAME (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.30  | 49.50 |
| CSW | L250 | A104 | REVIEW/ANALYZE CLARK COUNTY RECORDER OFFICIAL RECORDS: ANALYSIS OF RECORDED DOCUMENTS PERTAINING TO TOWERS I AND II FOR NOTICES OF COMPLETION THAT COULD SUPPORT ASSOCIATION'S POSITION IN OPPOSITION PAPERS FOR ISSUE OF MATERIAL FACT BASED ON THE SUBSTANTIAL COMPLETION DATE OF THE PROPERTIES IN ORDER TO OBTAIN RECORDS JUSTIFYING BUILDERS POSITION, IN PREPARATION REPLY BRIEF ON BEHALF OF BUILDERS TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDER'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.30  | 49.50 |
| CSW | L250 | A104 | REVIEW/ANALYZE NEVADA COURT WEBSITE ANALYSIS OF JOINDERS TO MOTION FOR SUMMARY JUDGMENT PURSUANT TO THE APPLICATION OF STATUTE OF REPOSE FOR SKY LAS   |       |       |

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|     |      | VEGAS CONDOMINIUM CASE, RE: ANALYSIS OF PREVIOUSLY HELD ARGUMENTS INVOLVING THE STATUTE OF REPOSE, IN PREPARATION REPLY BRIEF ON BEHALF OF BUILDERS TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDER'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 1 - 24 - 19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                             | 0.15  | 24.75  |
| DRG | L230 | A109 APPEAR FOR/ATTEND UPCOMING SPECIAL MASTER HEARING, RE: ANALYSIS OF LETTER AND ARGUMENTS FOR DISCOVERY AND ANALYSIS OF DISCOVERY REQUESTS, ANALYSIS OF CASE MANAGEMENT ORDER, ANALYSIS OF HEARING TRANSCRIPT WHERE AMENDMENTS TO CC&R'S WAS RAISED, ANALYSIS OF CC&RS THEMSELVES REGARDING PROVISIONS FOR AMENDMENTS, DRAFTED NOTES AND ARGUMENTS TO RAISE WITH SPECIAL MASTER (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                          | 0.85  | 140.25 |
| DRG | L230 | A109 APPEAR FOR/ATTEND SPECIAL MASTER HEARING WITH FLOYD HALE, RE: ARGUMENTS RAISED REGARDING DISCOVERY SCHEDULING, SPECIAL INTERROGATORIES AND REQUESTS FOR PRODUCTION PROPOUNDED UPON THE ASSOCIATION (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                                                                                                                     | 0.35  | 57.75  |
| DRG | L250 | A104 REVIEW/ANALYZE (BEGIN) PROPERTY RECORDS FROM PANORAMA TOWER II, PERMIT NUMBER 05-2857 (102 PAGES OF INSPECTIONS), RE: ANALYSIS OF BUILDING INSPECTION HISTORY, TO COUNTER THE ASSOCIATION'S ARGUMENTS THAT SUBSTANTIAL COMPLETION OCCURRED LATER THAN SHOWN ON THE CERTIFICATES OF OCCUPANCY INCLUDED IN OUR MOTION FAILS, AS THIS WAS THE ARGUMENT PRESENTED IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). (SPLIT WITH TOWER II CASE PER ADJUSTER). | 0.45  | 74.25  |
| DRG | L250 | A104 REVIEW/ANALYZE (BEGIN) RECENT NEVADA CASE LAW ON THE POSITION THAT COUNTERCLAIMS TO DECLARATORY RELIEF-ONLY ACTIONS ARE NOT COMPULSORY, BUT RATHER, MERELY PERMISSIVE, TO COUNTER THE ASSOCIATION'S ARGUMENTS THAT THEIR CLAIMS WERE COMPULSORY AND THEREFORE RELATE BACK TO THE FILING OF THE BUILDERS' COMPLAINT FOR DECLARATORY RELIEF, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). (SPLIT WITH TOWER II CASE PER ADJUSTER).                                                     | 0.80  | 132.00 |
| DRG | L250 | A104 REVIEW/ANALYZE (BEGIN) BOCA PARK MARKETPLACE SYNDICATIONS GRP. V. HIGCO, INC., THE POSITION THAT COUNTERCLAIMS TO DECLARATORY RELIEF-ONLY ACTIONS ARE NOT COMPULSORY, BUT RATHER, MERELY PERMISSIVE, TO COUNTER THE ASSOCIATION'S ARGUMENTS THAT THEIR CLAIMS WERE COMPULSORY AND THEREFORE RELATE BACK TO THE FILING OF THE BUILDERS' COMPLAINT FOR DECLARATORY RELIEF, IN PREPARATION FOR                                                                                                                                                                                                                                                    |       |        |

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|            |      |      | CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.30  | 49.50  |
| DRG        | L250 | A104 | REVIEW/ANALYZE FOSTER V GREYSTONE MOTION TO DISMISS REGARDING STATUTE OF REPOSE FILED ON APRIL 15, 2016, INCLUDING EXHIBITS, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED IN THE MOTION, TO ANALOGIZE THE ARGUMENTS BY THE JUDGE AND THE RULING IN THE FOSTER CASE, TO RELY UPON IT TO COUNTER THE ARGUMENTS IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.80  | 132.00 |
| DRG        | L250 | A104 | REVIEW/ANALYZE FOSTER V GREYSTONE OPPOSITION TO MOTION TO DISMISS BASED UPON STATUTE OF REPOSE, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED IN THE MOTION, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S RULING ON THE MOTION, TO ANALOGIZE THE ARGUMENTS BY THE JUDGE AND THE RULING IN THE FOSTER CASE, TO RELY UPON IT TO COUNTER THE ARGUMENTS IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.65  | 107.25 |
| DRG        | L250 | A104 | REVIEW/ANALYZE FOSTER V GREYSTONE REPLY IN SUPPORT OF MOTION TO DISMISS BASED UPON STATUTE OF REPOSE, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED IN THE MOTION, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S RULING ON THE MOTION, TO ANALOGIZE THE ARGUMENTS BY THE JUDGE AND THE RULING IN THE FOSTER CASE, TO RELY UPON IT TO COUNTER THE ARGUMENTS IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.60  | 99.00  |
| 03/15/2019 | PCB  | L240 | A103 DRAFT/REVISE (FINALIZE) REPLY BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE AS WELL AS THE OPPOSITION TO THE HOA'S COUNTER-MOTION TO EXTEND THE TIME FOR FILING OF THE COUNTERCLAIM RE: ADDITIONAL DISCUSSION AS TO WHY THE STATUTE HAS NOT BEEN TOLLED, WHY THE OVERALL POSITION OF THE HOA DOES NOT REFLECT REALITY GIVEN THE CERTIFICATE OF OCCUPANCY DATES, AND WHY THE RELIEF BEING REQUESTED BY THE HOA REQUIRES THE COURT TO DISREGARD SEVERAL EQUITABLE AND LEGAL POSITIONS THAT ARE IN FAVOR OF THE BUILDERS (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II; ALL WORK ON MOTIONS PRE-APPROVED BY |       |        |

|     |      |      |  | Hours |        |
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|     |      |      | SHERILYN BRYDON OF ESIS).  | 0.70  | 129.50 |
| JBV | L320 | A104 | REVIEW/ANALYZE EXHIBITS F THROUGH K OF CLIENT'S REPLY BRIEF TO ASSOCIATION'S OPPOSITION BRIEF TO BUILDERS' MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1), RE: VERIFYING EACH IS BATES LABELED SHOULD IT BE OVER 10 PAGES, IN PREPARATION FOR ENSURING ALL EXHIBITS ARE IN COMPLIANCE WITH E.D.C.R. 2.27 SAME REPLY BRIEF TO MOTION AS YESTERDAY (ALL PRIOR AND FUTURE MOTION WORK APPROVED BY ADJUSTER SHERILYN BRYDON ON 01-24-2019) (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).  | 0.15  | 14.25  |
| DRG | L250 | A104 | REVIEW/ANALYZE HEARING TRANSCRIPT FROM SKY LAS VEGAS CASE, MOTION FOR SUMMARY ON STATUTE OF REPOSE, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED AT THE HEARING, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S RULING ON THE MOTION, TO COMPARE AND CONTRAST THE ARGUMENTS BY THE JUDGE AND THE RULING IN THAT CASE, TO RELY UPON IT TO COUNTER THE ARGUMENTS IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). | 0.55  | 90.75  |
| DRG | L250 | A104 | REVIEW/ANALYZE OPPOSITION TO MOTION FOR SUMMARY ON STATUTE OF REPOSE FROM SKY LAS VEGAS CASE, IN ORDER TO EVALUATE THE ARGUMENTS PRESENTED AT THE HEARING, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S RULING ON THE MOTION, TO COMPARE AND CONTRAST THE ARGUMENTS BY THE JUDGE AND THE RULING IN THAT CASE, TO RELY UPON IT TO COUNTER THE ARGUMENTS IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).       | 0.40  | 66.00  |
| DRG | L250 | A104 | REVIEW/ANALYZE BYRNE V SUNRIDGE BUILDERS' REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT REGARDING STATUTE OF REPOSE AND THE COURT'S ORDER REGARDING SAME, IN ORDER TO EVALUATE THE BASIS FOR THE JUDGE'S RULING ON THE MOTION, TO COMPARE AND CONTRAST THE ARGUMENTS BY THE JUDGE AND THE RULING IN THAT CASE, TO RELY UPON IT TO COUNTER THE ARGUMENTS IN THE ASSOCIATION'S OPPOSITION, IN PREPARATION FOR CONTINUING/FINALIZING REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).      | 0.45  | 74.25  |
| DRG | L250 | A103 | DRAFT/REVISE (CONTINUE) MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, RE: DEVELOPED THE INTRODUCTION AND ARGUMENTS REGARDING WHY OUR MOTION FOR SUMMARY JUDGMENT IS SUFFICIENTLY SUPPORTED UNDER THE LAW REGARDING SUMMARY JUDGMENT IN NEVADA AND WHY THE ASSOCIATION HAS  |       |        |

|     |      |  | Hours |        |
|-----|------|--|-------|--------|
|     |      | FAILED TO MEET ITS BURDEN IN RESPONSE, AND ARGUMENTS SUPPORTING THE POSITION THAT SUBSTANTIAL COMPLETION OCCURRED ON THE DATE CONTAINED IN THE CERTIFICATE OF OCCUPANCY AND WHY ANY OTHER INTERPRETATION IS MISGUIDED, INCLUDING THE ARGUMENT THAT IT WOULD BE IMPOSSIBLE FOR A LATER SUBSTANTIAL COMPLETION DATE TO IMPACT THE BUILDERS', THUS THE COURT'S, ANALYSIS OF AB 125 IN RELATION TO NRS 40.695 (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.35  | 57.75  |
| DRG | L250 | A103 DRAFT/REVISE (CONTINUE) MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, RE: DEVELOPED ARGUMENTS REGARDING ACCRUAL AND COMMENCEMENT OF AN ACTION BASED UPON ANALYSIS OF THE LOPEZ, FOSTER AND SKY CASES, TWO OF WHICH WERE CITED IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION, AND ADDED TO ARGUMENTS REGARDING THE TOLLING PROVISIONS, AND ADDITIONAL ANALYSIS INTO HOW THE SKY COURT'S RULING, THE FOSTER COURT'S RULING, THE LOPEZ COURT'S RULING, AND THE BYRNE V SUNRIDGE HEIGHTS CASE RULING, IN ORDER TO DEVELOP THE ARGUMENTS THAT THOSE CASES IN FACT SUPPORT OUR POSITION AND HURT THE ASSOCIATION'S POSITION, NOT THE OTHER WAY AROUND. (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). | 0.65  | 107.25 |
| DRG | L250 | A103 DRAFT/REVISE (CONTINUE) MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, RE: DEVELOPED ARGUMENTS IN REBUTTAL TO ARGUMENTS RAISED BY THE ASSOCIATION REGARDING COMPULSORY COUNTERCLAIMS AND RELATION-BACK, SUPPLEMENTAL OUR ARGUMENTS MADE WITH NEW CASE LAW FOUND THAT SHOWS THAT COUNTER-CLAIMS, AND DRAFTED ANALYSIS OF THE LOGICAL RELATIONSHIP TEST AND WHY THE BUILDERS' ACTION AND THE ASSOCIATION'S ACTION FAIL THAT TEST, WHICH HAS BEEN ADOPTED BY NEVADA COURTS, ALL IN SUPPORT OF ARGUMENT THAT COUNTERCLAIMS TO DECLARATORY RELIEF ACTIONS ARE PRESUMPTIVELY PERMISSIVE AND NOT COMPULSORY LIKE THE ASSOCIATION SUGGESTS (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).                | 0.85  | 140.25 |
| DRG | L250 | A103 DRAFT/REVISE (CONTINUE) REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, RE: PREPARED THE AFFIDAVIT IN SUPPORT OF THE MOTION, AFFIDAVIT ATTESTING TO EFFORTS MADE WITH RESPECT TO CONTACTING RELEVANT COUNTY DEPARTMENTS TO SUPPORT OUR ARGUMENTS THAT SUBSTANTIAL COMPLETION OF THE TOWERS WAS AS WE ALLEGED IN OUR ORIGINAL MOTION, AND ATTESTING TO THE AUTHENTICITY OF OUR EXHIBITS IN OUR REPLY BRIEF. (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.30  | 49.50  |
| DRG | L250 | A104 REVIEW/ANALYZE EXHIBITS TO MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, TO ENSURE THAT THE EXHIBITS ONLY SUPPORT AND DO NOT IN ANY WAY DETRACT FROM OUR MOTION'S STRENGTH OR THE ARGUMENTS WE  |       |        |

|            |     |      |   | Hours |       |
|------------|-----|------|---|-------|-------|
|            |     |      | MAKE, IN PARTICULAR WITH RESPECT TO THE ARGUMENTS ABOUT SUBSTANTIAL COMPLETION, IN PREPARATION FOR FINALIZING AND GETTING THE MOTION FILED (MOTION APPROVED BY SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.35  | 57.75 |
| 03/16/2019 | PCB | L120 | A101 PLAN AND PREPARE (CONTINUE) FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE RE: [REDACTED] (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II; WORK ON ALL MOTIONS PRE-APPROVED BY SHERILYN BRYDON OF ESIS).   | 0.25  | 46.25 |
| 03/18/2019 | PCB | L190 | A104 REVIEW/ANALYZE EMAIL FROM PERSONAL COUNSEL FOR MJ DEAN (MARTY LITTLE), [REDACTED] (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).  | 0.15  | 27.75 |
| 03/19/2019 | PCB | L240 | A101 PLAN AND PREPARE (CONTINUE) FOR UPCOMING HEARING ON THE MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE RE: [REDACTED] (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II; ALL WORK ON MOTIONS PRE-APPROVED BY SHERILYN BRYDON OF ESIS).   | 0.40  | 74.00 |
|            | DRG | L120 | A101 PLAN AND PREPARE (BEGIN) STRATEGY FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE AND COUNTERMOTION, RE: ANALYSIS OF PRIOR CASES AND JUDICIAL RULINGS, BOTH IN DEPARTMENT 22 AND OTHERS, ANALYSIS OF BEST APPROACH TO MAKE ARGUMENTS AND THE ORDER IN WHICH TO ARGUE THEM, CONSIDERATION OF HOW THE JUDGE WOULD RULE BASED UPON HER PRIOR RULINGS ON SOME OF OUR ARGUMENTS, AND WHETHER TO EMPHASIZE CERTAIN ARGUMENTS OVER OTHERS BASED UPON THIS JUDGE'S INCLINATION FOR CERTAIN ARGUMENTS AS EVIDENCED BY PRIOR RULINGS (MOTION WORK APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). | 0.60  | 99.00 |
|            | DRG | L120 | A101 PLAN AND PREPARE (CONTINUE) STRATEGY FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE AND COUNTERMOTION, RE: ANALYSIS OF PRIOR CASES AND JUDICIAL RULINGS, SPECIAL ANALYSIS OF MOTION TO RECONSIDER THE JUDGE'S ORDER IN THE FOSTER V GREYSTONE CASE REGARDING THE MOTION TO   |       |       |

|            |     |      |  | Hours |        |
|------------|-----|------|--|-------|--------|
|            |     |      | DISMISS SOME OF THE CLAIMANTS, ANALYSIS OF THAT MOTION AND THE JUDGE'S ORDER GRANTING THE MOTION TO RECONSIDER HER RULING, TO EVALUATE THE BASIS FOR THE CHANGE IN POSITION AND WHETHER IT IMPACTS THE ANALYSIS IN OUR PENDING MOTION (MOTION WORK APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER).   | 0.95  | 156.75 |
|            | DRG | L120 | A104 REVIEW/ANALYZE FILING NOTICE FROM THE COURT, RE: THE ASSOCIATION'S REPLY IN SUPPORT OF COUNTERMOTION CHALLENGING OUR MOTION FOR SUMMARY JUDGMENT, IN PREPARATION FOR FURTHER ANALYSIS OF SAME. (MOTION WORK APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II PER ADJUSTER)   | 0.05  | 8.25   |
| 03/20/2019 | DRG | L120 | A101 PLAN AND PREPARE (CONTINUE) STRATEGY FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE AND COUNTERMOTION, RE: ANALYSIS OF PRIOR CASES AND JUDICIAL RULINGS, BOTH IN DEPARTMENT 22 AND OTHERS, ANALYSIS OF BEST APPROACH TO MAKE ARGUMENTS AND THE ORDER IN WHICH TO ARGUE THEM, CONSIDERATION OF HOW THE JUDGE WOULD RULE BASED UPON HER PRIOR RULINGS ON SOME OF OUR ARGUMENTS, AND WHETHER TO EMPHASIZE CERTAIN ARGUMENTS OVER OTHERS BASED UPON THIS JUDGE'S INCLINATION FOR CERTAIN ARGUMENTS AS EVIDENCED BY PRIOR RULINGS (MOTION WORK APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER). | 0.20  | 33.00  |
|            | DRG | L120 | A103 DRAFT/REVISE CORRESPONDENCE TO OPPOSING COUNSEL, RE: TENTATIVE HEARING DATE ON OUR MOTION FOR SUMMARY JUDGMENT REGARDING STATUTE OF REPOSE AND PROPOSED CHANGES TO DATE, TO CONFIRM WHETHER COUNSEL IS AGREEABLE TO SAME. (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.05  | 8.25   |
| 03/21/2019 | PCB | L130 | A104 REVIEW/ANALYZE [REDACTED] FROM MKA CONSULTANTS (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).  | 0.10  | 18.50  |
|            | JBV | L320 | A108 COMMUNICATE (OTHER EXTERNAL) WITH CLIENT'S EXPERT, SHELLY ROBBINS OF MADSEN, KNEPPERS & ASSOCIATES, RE: [REDACTED]  |       |        |
|            |     |      | [REDACTED] AS REQUESTED BY ATTORNEY.   | 0.10  | 9.50   |
|            | DRG | L250 | A104 REVIEW/ANALYZE CORRESPONDENCE FROM OPPOSING COUNSEL, RE: UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.05  | 8.25   |
|            | DRG | L250 | A103 DRAFT/REVISE CORRESPONDENCE TO OPPOSING COUNSEL, RE: UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.10  | 16.50  |
|            | DRG | L250 | A104 REVIEW/ANALYZE CORRESPONDENCE FROM OPPOSING COUNSEL, RE: UPCOMING HEARING ON MOTION FOR   |       |        |

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|            |     |      |                                                                                                                                                                                                                                                                                                                                                                      | Hours |       |
|------------|-----|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
|            |     |      | SUMMARY JUDGMENT (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                   | 0.05  | 8.25  |
|            | DRG | L250 | A103 DRAFT/REVISE (BEGIN) STIPULATION AND ORDER FOR EXTENSION OF HEARING DEADLINE ON MOTION FOR SUMMARY JUDGMENT REGARDING STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                       | 0.15  | 24.75 |
| 03/22/2019 | DRG | L250 | A103 DRAFT/REVISE (CONTINUE) STIPULATION AND ORDER FOR EXTENSION OF HEARING DEADLINE ON MOTION FOR SUMMARY JUDGMENT REGARDING STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                    | 0.05  | 8.25  |
|            | DRG | L250 | A103 DRAFT/REVISE CORRESPONDENCE TO OPPOSING COUNSEL, RE: UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                          | 0.05  | 8.25  |
|            | DRG | L250 | A104 REVIEW/ANALYZE CORRESPONDENCE FROM OPPOSING COUNSEL, RE: UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                      | 0.05  | 8.25  |
|            | DRG | L250 | A103 DRAFT/REVISE CORRESPONDENCE TO OPPOSING COUNSEL, RE: UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                          | 0.05  | 8.25  |
|            | DRG | L250 | A104 REVIEW/ANALYZE CORRESPONDENCE FROM OPPOSING COUNSEL, RE: UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                      | 0.05  | 8.25  |
|            | DRG | L250 | A104 REVIEW/ANALYZE ORDER GRANTING OUR STIPULATION AND ORDER TO EXTEND HEARING DEADLINE ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, TO VERIFY THAT THE JUDGE EXECUTED SAME WITHOUT CONDITION (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                              | 0.05  | 8.25  |
|            | DRG | L250 | A104 REVIEW/ANALYZE LETTER FROM OPPOSING COUNSEL TO THE SPECIAL MASTER, RE: REQUESTING AN EXTENSION OF RE-HEARING, IN ORDER TO DETERMINE WHETHER OBJECTION OR CLARIFICATION IS NEEDED. (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                             | 0.05  | 8.25  |
| 03/25/2019 | PCB | L120 | A104 REVIEW/ANALYZE (CONTINUE) COURT RULING ON DECLARATORY RELIEF ACTION IN ORDER TO MAKE FINAL DETERMINATION AS TO WHETHER THERE IS A BASIS FOR EITHER A MOTION FOR RECONSIDERATION OR A MOTION FOR CLARIFICATION (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II; AS PER SHERILYN BRYDON OF ESIS, ALL WORK ON MOTIONS PRE-APPROVED). | 0.40  | 74.00 |



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|            |     |      |      | Hours   |             |
|------------|-----|------|------|---|-------------|
|            | PCB | L320 | A107 | COMMUNICATE (OTHER OUTSIDE COUNSEL) WITH COUNSEL FOR THE HOA RE: FOLLOW-UP ON HIS PROGRESS IN OBTAINING THE DOCUMENTATION THAT THE SPECIAL MASTER AGREED COULD BE PRODUCED NOW RATHER THAN WAITING FOR THE COURT'S RULING ON THE LATEST MOTION FOR SUMMARY JUDGMENT (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).   | 0.10 18.50  |
|            | DRG | L120 | A101 | PLAN AND PREPARE STRATEGY AND EVALUATION OF WHETHER TO FILE A MOTION FOR RECONSIDERATION OF THE COURT'S RECENT ORDER ON OUR HEARING ON THE MOTION FOR DECLARATORY RELIEF ON STANDING, ANALYZED HEARING TRANSCRIPT, AND DEVELOPED ARGUMENTS ON WHETHER IT MAKES SENSE TO FILE A MOTION FOR RECONSIDERATION OF CLARIFICATION GIVEN OUR STRATEGY FOR RESOLUTION AND ARGUMENTS MADE TO DATE AND THOSE WITHIN OUR CURRENT MOTION FOR SUMMARY JUDGMENT (SPLIT WITH TOWER II CASE PER ADJUSTER)                                  | 0.70 115.50 |
|            | DRG | L120 | A104 | REVIEW/ANALYZE HEARING NOTES AND DISCUSSION THAT OCCURRED AT THE RECENT SPECIAL MASTER HEARING, TO DEVELOP A PLAN FOR DEMANDING OPPOSING COUNSEL'S COMPLIANCE WITH THE SPECIAL MASTER'S RULING FROM THE HEARING, IN PARTICULAR, ANALYSIS OF THE ASSOCIATION'S OBLIGATIONS PURSUANT TO THE SPECIAL MASTER RULING ON DUTIES OF DISCLOSURE OF PRIOR REPAIR DOCUMENTS, CONTRACTS AND POST-REPAIR LETTERS, AS WELL AS THE PROPOSED AMENDMENT TO THE CC&R'S THE ASSOCIATION PURPORTEDLY (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.15 24.75  |
|            | DRG | L120 | A103 | DRAFT/REVISE DEVELOPED A PLAN FOR DEMANDING OPPOSING COUNSEL'S COMPLIANCE WITH THE SPECIAL MASTER'S RULING FROM THE HEARING, IN PARTICULAR, ANALYSIS OF THE ASSOCIATION'S OBLIGATIONS PURSUANT TO THE SPECIAL MASTER RULING ON DUTIES OF DISCLOSURE OF PRIOR REPAIR DOCUMENTS, CONTRACTS AND POST-REPAIR LETTERS, AS WELL AS THE PROPOSED AMENDMENT TO THE CC&R'S THE ASSOCIATION PURPORTEDLY (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.15 24.75  |
|            | JWS | L240 | A101 | PLAN AND PREPARE FOR RE: POTENTIAL MOTION FOR RECONSIDERATION/CONSIDERATION. TIME TO BE SPLIT WITH TOWER II CASE.   | 0.25 46.25  |
|            | JWS | L240 | A109 | APPEAR FOR/ATTEND IN OFFICE ROUNDTABLE/STRATEGY SESSION, MOTION FOR RECONSIDERATION/CLARIFICATION, INCLUDED REVIEW/ANALYSIS OF NOTES FROM PRIOR HEARING. TIME TO BE SPLIT WITH TOWER II CASE.   | 0.30 55.50  |
| 03/26/2019 | PCB | L190 | A104 | REVIEW/ANALYZE EMAIL FROM JAN DUFFALO (COVERAGE COUNSEL FOR SOMPO) AND PREPARE EMAIL IN RESPONSE TO SAME RE: [REDACTED] (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).   | 0.05 9.25   |
|            | DRG | L120 | A104 | REVIEW/ANALYZE CORRESPONDENCE FROM JAN DUFFALO, RE: [REDACTED]  |             |

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|                               |      |      |                                                                                                                                                                                                                                                                                                                                                           | Hours  |           |
|-------------------------------|------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
|                               |      |      | (SPLIT WITH                                                                                                                                                                                                                                                                                                                                               |        |           |
|                               |      |      | TOWER II CASE PER ADJUSTER).                                                                                                                                                                                                                                                                                                                              | 0.05   | 8.25      |
| DRG                           | L120 | A104 | REVIEW/ANALYZE COURT SERVICE NOTICE, RE: SPECIAL MASTER APPROVAL OF EXTENSION OF HEARING UNTIL AFTER UPCOMING MOTION FOR SUMMARY JUDGMENT IS HEARD. (SPLIT WITH TOWER II CASE PER ADJUSTER).                                                                                                                                                              | 0.05   | 8.25      |
| 03/28/2019                    | JBV  | L320 | A104 REVIEW/ANALYZE CORRESPONDENCE FROM OPPOSING COUNSEL TO SPECIAL MASTER, RE: UPCOMING HEARING ISSUES, IN PREPARATION FOR DETERMINING WHEN ATTENDANCE WILL BE NECESSARY ON CLIENT'S BEHALF TO ENSURE ATTORNEY HAS ALL NECESSARY MATERIAL FOR ANALYSIS PRIOR TO HEARINGS (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II). | 0.05   | 4.75      |
| For Current Services Rendered |      |      |                                                                                                                                                                                                                                                                                                                                                           | 118.26 | 19,637.26 |

## Recapitulation

| <u>Timekeeper</u>  | <u>Title</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|--------------------|--------------|--------------|-------------|--------------|
| Peter C. Brown     | PARTNER      | 9.80         | \$185.00    | \$1,813.00   |
| Jeffrey W. Saab    | PARTNER      | 6.30         | 185.00      | 1,165.50     |
| Jennifer Vela      | PARALEGAL    | 2.65         | 95.00       | 251.75       |
| Devin R. Gifford   | ASSOCIATE    | 49.25        | 165.00      | 8,126.25     |
| Crystal Williams   | PARALEGAL    | 0.16         | 89.13       | 14.26        |
| Cyrus S. Whittaker | ASSOCIATE    | 47.05        | 165.00      | 7,763.25     |
| Leesa S. Goodwin   | ASSOCIATE    | 3.05         | 165.00      | 503.25       |

## Expenses

|            |      |      |                                                                                                                                                                                                                                                                 |        |
|------------|------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 02/01/2019 | L100 | E123 | OTHER PROFESSIONALS (8914) JOHN A. MARTIN & ASSOCIATES, INC. (INVOICE NO.: 19442)                                                                                                                                                                               | 125.00 |
| 02/01/2019 | L100 | E124 | CONFERENCE CALL SERVICES (6059) ARKADIN INC. (INVOICE #USINV190108902 DATED: JANUARY 9, 2019)                                                                                                                                                                   | 10.84  |
| 02/01/2019 | L100 | E124 | CONFERENCE CALL SERVICES (6059) ARKADIN INC. (INVOICE #USINV190108902 DATED: JANUARY 10, 2019)                                                                                                                                                                  | 6.90   |
| 02/01/2019 | L100 | E124 | CONFERENCE CALL SERVICES (6059) ARKADIN INC. (INVOICE #USINV190108902 DATED: JANUARY 11, 2019)                                                                                                                                                                  | 13.48  |
| 02/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004588968-260)                                                                                                                                                                      | 323.50 |
| 02/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004502436-260)                                                                                                                                                                      | 62.75  |
| 02/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004630424-260)                                                                                                                                                                      | 292.37 |
| 02/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004535872-260)                                                                                                                                                                      | 24.75  |
| 02/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004691306-260)                                                                                                                                                                      | 263.05 |
| 02/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004660158-260)                                                                                                                                                                      | 12.38  |
| 02/04/2019 | L100 | E112 | ODYSSEY (PLAINTIFF'S/COUNTER-DEFENDANTS LAURENT HALLIER, PANORAMA TOWERS I, LLC, PANORAMA TOWERS I MESS, LLC, AND MJ DEAN CONSTRUCTION INC.'S REPLY IN SUPPORT OF MOTION FOR RECONSIDERATION OF THEIR MOTION FOR SUMMARY JUDGMENT ON DEFENDANT/COUNTER-CLAIMANT |        |

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|------------|------|------|---|--------|
|            |      |      | PANORAMA TOWER CONDOMINIUM UNIT OWNERS' ASSOCIATION'S<br>APRIL 5, 2018 AMENDED NOTICE OF CLAIMS)  | 1.75   |
| 02/05/2019 | L100 | E112 | ODYSSEY (ERRATA TO PLAINTIFFS/COUNTER-DEFENDANTS'<br>MOTION FOR DECLARATORY RELIEF REGARDING<br>STANDING-VOLUME I OF II)  | 1.75   |
| 02/05/2019 | L100 | E112 | ODYSSEY (ERRATA TO PLAINTIFFS/COUNTER-DEFENDANTS REPLY<br>IN SUPPORT OF MOTION FOR DECLARATORY RELIEF REGARDING<br>STANDING AND OPPOSITIONS TO<br>DEFENDANT/COUNTER-CLAIMANT'S COUNTER-MOTIONS TO<br>EXCLUDE INADMISSIBLE EVIDENCE AND FOR RULE 56(F) RELIEF)   | 1.75   |
| 02/11/2019 | L100 | E112 | ODYSSEY (PLAINTIFF'S/COUNTER-DEFENDANTS MOTION FOR<br>SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1))   | 104.75 |
| 02/12/2019 | L100 | E109 | LOCAL TRAVEL (98153) DEVIN GIFFORD (TO AND FROM COURT FOR<br>HEARING ON MOTION FOR RECONSIDERATION) (21 MILES AT IRS<br>2019 MILEAGE RATE OF \$0.58/MILE)   | 6.09   |
| 02/12/2019 | L100 | E109 | LOCAL TRAVEL (98153) DEVIN GIFFORD (PARKING)  | 12.00  |
| 03/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA<br>(INVOICE #37021167 DROP OFF TWO COURTESY BINDERS - EIGHTH<br>JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 02/05/2019)  | 2.88   |
| 03/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA<br>(INVOICE #37021167 DROP OFF COURTESY BINDER TO DEPT. 22 -<br>EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON<br>02/06/2019)  | 2.88   |
| 03/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA<br>(INVOICE #37021454 DELIVERY - REGIONAL JUSTICE CENTER /<br>SERVICES PROVIDED ON 02/28/2019)(AMOUNT INCLUDES ADV CK<br>OF \$293.00)   | 174.05 |
| 03/12/2019 | L100 | E112 | ODYSSEY (STIPULATION AND ORDER TO CONTINUE HEARING DATE<br>OF PLAINTIFF'S/COUNTER-DEFENDANTS' MOTION FOR SUMMARY<br>JUDGMENT PURSUANT TO NRS 11.202(1), AND THE OPPOSITION<br>AND COUNTERMOTION)  | 1.75   |
| 03/12/2019 | L100 | E112 | ODYSSEY (NOTICE OF ENTRY OF ORDER GRANTING STIPULATION<br>AND ORDER TO CONTINUE HEARING DATE OF<br>PLAINTIFF'S/COUNTER-DEFENDANTS' MOTION FOR SUMMARY<br>JUDGMENT PURSUANT TO NRS 11.202(1), AND THE OPPOSITION<br>AND COUNTERMOTION)   | 1.75   |
| 03/15/2019 | L100 | E102 | OUTSIDE PRINTING (98153) DEVIN GIFFORD (PURCHASE FOR<br>ONLINE RECORDS FROM RECORDER'S OFFICE, IN SUPPORT OF<br>REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE)  | 10.83  |
| 03/15/2019 | L100 | E112 | ODYSSEY (PLAINTIFF'S LAURENT HALLIER, PANORAMA TOWERS I,<br>LLC; PANORAMA TOWERS I MEZZ, LLC; AND MJ DEAN<br>CONSTRUCTION, INC.'S, REPLY IN SUPPORT OF THEIR MOTION<br>FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202 (1); AND<br>OPPOSITION TO DEFENDANT/COUNTER-CLAIMANT'S CONDITIONAL<br>COUNTERMOTION) | 1.75   |
| 03/15/2019 | L100 | E112 | ODYSSEY (APPENDIX TO PLAINTIFFS/COUNTER-DEFENDANTS'<br>REPLY IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT<br>PURSUANT TO NRS 11.202 (1) AND OPPOSITION TO<br>DEFENDANT/COUNTER-CLAIMANT'S CONDITIONAL<br>COUNTERMOTION (VOLUME 1 OF 1))  | 1.75   |
| 03/22/2019 | L100 | E112 | ODYSSEY (NOTICE OF MULTIPLE DEPOSITIONS)  | 1.75   |
| 03/22/2019 | L100 | E112 | ODYSSEY (NOTICE OF ENTRY OF STIPULATION AND ORDER TO<br>CONTINUE HEARING DATE OF PLAINTIFFS/COUNTER-DEFENDANTS'<br>MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1);<br>AND THE OPPOSITION AND COUNTERMOTION-SECOND REQUEST)   | 1.75   |

## CHUBB INSURANCE

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|                 |      |      |                                                                                                                                                                                                       |                    |
|-----------------|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 03/22/2019      | L100 | E112 | ODYSSEY (STIPULATION AND ORDER TO CONTINUE HEARING DATE OF PLAINTIFFS/COUNTER-DEFENDANTS' MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1); AND THE OPPOSITION AND COUNTERMOTION-SECOND REQUEST) | 1.75               |
|                 |      |      | Total Expenses                                                                                                                                                                                        | 1,466.00           |
|                 |      |      | Total Current Work                                                                                                                                                                                    | 21,103.26          |
|                 |      |      | Previous Balance before Adjustments                                                                                                                                                                   | \$39,710.23        |
| 03/14/2019      |      |      | WRITE-OFF (DMC)                                                                                                                                                                                       | -1,439.15          |
|                 |      |      | Previous Balance                                                                                                                                                                                      | \$38,271.08        |
| <u>Payments</u> |      |      |                                                                                                                                                                                                       |                    |
| 03/05/2019      |      |      | PAYMENT RECEIVED - THANK YOU (ESIS CK #FA 78647328 / STMT #13)                                                                                                                                        | -1,054.47          |
| 03/14/2019      |      |      | PAYMENT RECEIVED - THANK YOU (ESIS CK #FA 78647616 / STMT #14)                                                                                                                                        | -12,231.62         |
|                 |      |      | Total Payments                                                                                                                                                                                        | -13,286.09         |
|                 |      |      | Balance Due                                                                                                                                                                                           | <u>\$46,088.25</u> |

| Past Due Amounts |           |          |        |         |        |
|------------------|-----------|----------|--------|---------|--------|
| 0-30             | 31-60     | 61-90    | 91-120 | 121-180 | 181+   |
| 21,103.26        | 16,929.39 | 7,825.55 | 0.00   | 0.00    | 230.05 |

| <u>Split Billing Summary</u>                   |                  |                 |             |                  |
|------------------------------------------------|------------------|-----------------|-------------|------------------|
|                                                | Fees             | Expenses        | Advances    | Total            |
| CHUBB INSURANCE - Panorama Tower I             | 19,637.26        | 1,466.00        | 0.00        | 21,103.26        |
| ESIS Dallas AGL Claims (2) - Panorama Tower II | 19,637.24        | 1,465.92        | 0.00        | 21,103.16        |
|                                                | <u>39,274.50</u> | <u>2,931.92</u> | <u>0.00</u> | <u>42,206.42</u> |

| <u>Task Code Summary</u> |                                                     |  | Fees            | Expenses        |
|--------------------------|-----------------------------------------------------|--|-----------------|-----------------|
| L100                     | CASE ASSESSMENT, DEVELOPMENT AND ADMINISTRATION     |  | 0.00            | 1466.00         |
| L120                     | ANALYSIS/STRATEGY                                   |  | 1190.75         | 0.00            |
| L130                     | EXPERTS/CONSULTANTS                                 |  | 18.50           | 0.00            |
| L190                     | OTHER CASE ASSESSMENT, DEVELOPMENT & ADMINISTRATION |  | 83.25           | 0.00            |
| L100                     | CASE ASSESSMENT, DEVELOPMENT AND ADMINISTRATION     |  | <u>1,292.50</u> | <u>1,466.00</u> |
| L210                     | PLEADINGS                                           |  | 198.00          | 0.00            |
| L230                     | COURT MANDATED CONFERENCES                          |  | 895.00          | 0.00            |
| L240                     | DISPOSITIVE MOTIONS                                 |  | 851.00          | 0.00            |
| L250                     | OTHER WRITTEN MOTIONS AND SUBMISSIONS               |  | <u>14615.50</u> | <u>0.00</u>     |
| L200                     | PRE-TRIAL PLEADINGS AND MOTIONS                     |  | 16,559.50       | 0.00            |
| L310                     | WRITTEN DISCOVERY                                   |  | 525.25          | 0.00            |
| L320                     | DOCUMENT PRODUCTION                                 |  | 303.01          | 0.00            |
| L340                     | EXPERT DISCOVERY                                    |  | 355.75          | 0.00            |
| L390                     | OTHER DISCOVERY                                     |  | <u>194.25</u>   | <u>0.00</u>     |

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|      |                                 | <u>Fees</u> | <u>Expenses</u> |
|------|---------------------------------|-------------|-----------------|
| L300 | DISCOVERY                       | 1,378.26    | 0.00            |
| L430 | WRITTEN MOTIONS AND SUBMISSIONS | 407.00      | 0.00            |
| L400 | TRIAL PREPARATION AND TRIAL     | 407.00      | 0.00            |

NOTE: Please include Bremer, Whyte, Brown & O'Meara account number  
on all payments.

BREMER, WHYTE, BROWN & O'MEARA, LLP  
20320 S.W. BIRCH STREET  
SECOND FLOOR  
NEWPORT BEACH, CA 92660  
(949) 221-1000

TAX ID # 33-0747275

CHUBB INSURANCE  
525 W. MONROE STREET  
CHICAGO IL 60661

Attn: Jeff Ganzer

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Interim Statement

Fees

|            |     |      |      |                                                                                                                                                                                                                                                                                                                                      | Hours | Amount |      |
|------------|-----|------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
| 04/02/2019 | PCB | L390 | A107 | COMMUNICATE (OTHER OUTSIDE COUNSEL) WITH COUNSEL FOR THE HOA (VIA EMAIL AND PHONE CALL) RE: DISCUSSION OF THE OUTSTANDING ISSUES OVER DOCUMENTS THAT WERE TO BE PRODUCED FOLLOWING THE LAST SPECIAL MASTER HEARING (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).                                   | 0.05  | 9.25   | 2953 |
| 04/15/2019 | JBV | L320 | A104 | REVIEW/ANALYZE DEFENDANT'S FIRST PRODUCTION OF DOCUMENTS, RE: THE DISCLOSURE OF SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS WELL AS COMMUNICATIONS CONCERNING UNIT 300, IN PREPARATION FOR OBTAINING TO PROVIDE ATTORNEY FOR ANALYSIS ().                                                          | 0.05  | 4.75   | 2956 |
| 04/18/2019 | DRG | L120 | A104 | REVIEW/ANALYZE CORRESPONDENCE WITH OPPOSING COUNSEL, RE: DRONE PHOTOS, IN ORDER TO EVALUATE SCOPE OF PHOTOS (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                  | 0.05  | 8.25   | 2957 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE MOTION FOR SUMMARY JUDGMENT, RE: STATUTE OF REPOSE UNDER 11.202, ANALYZED ARGUMENTS IN FAVOR OF CLIENT'S POSITION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II |       |        |      |

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|     |      |      |  | Hours | Amount |      |
|-----|------|------|--|-------|--------|------|
|     |      |      | CASE PER ADJUSTER)   | 0.40  | 66.00  | 2964 |
| DRG | L250 | A104 | REVIEW/ANALYZE WOOD V SAFEWAY NEVADA SUPREME COURT CASE, RE: NRCP 56 AND STANDARD FOR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.20  | 33.00  | 2965 |
| DRG | L250 | A104 | REVIEW/ANALYZE VOLPERT V PAPAGNA NEVADA SUPREME COURT CASE, RE: NRCP 56 AND STANDARD FOR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.15  | 24.75  | 2966 |
| DRG | L250 | A104 | REVIEW/ANALYZE DYKEMA V. DEL WEBB COMMUNITIES NEVADA SUPREME COURT CASE AND SHEPARDIZE CASES, RE: COURT CASE REGARDING TOLLING AND STATUTE OF REPOSE PERIOD, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                           | 0.20  | 33.00  | 2967 |
| DRG | L250 | A104 | REVIEW/ANALYZE ALLSTATE INS. CO V. FERGUSON, NEVADA SUPREME COURT CASE, RE: STANDARD FOR STATUTES OF REPOSE AND CLARIFICATION OF DISTINCTION WITH THOSE VERSUS STATUTES OF LIMITATION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.15  | 24.75  | 2968 |
| DRG | L250 | A104 | REVIEW/ANALYZE NRS 11.202, RE: TOLLING BASED UPON SUBSTANTIAL COMPLETION OF THE PROJECT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING  |       |        |      |

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|     |      |      |  |                                                                                                                                                                                                                                                                                                                                                  | Hours | Amount |      |
|-----|------|------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|     |      |      |  | HEARING ON MOTION FOR SUMMARY<br>JUDGMENT ON STATUTE OF REPOSE (MOTION<br>APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER)                                                                                                                                                                       | 0.10  | 16.50  | 2969 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE NRS 11.2055, RE:<br>SUBSTANTIAL COMPLETION OF THE PROJECT,<br>IN ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)<br>(SPLIT WITH TOWER II CASE PER ADJUSTER)                                | 0.10  | 16.50  | 2970 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE NRS 40.645, RE; CHAPTER<br>40 NOTICE REQUIREMENTS, IN ORDER TO<br>DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)                                        | 0.10  | 16.50  | 2971 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE NRS 40.695, RE; CHAPTER<br>40 NOTICE REQUIREMENTS, IN ORDER TO<br>DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)                                        | 0.10  | 16.50  | 2972 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE CERTIFICATE OF<br>OCCUPANCY FOR TOWER I, RE: SUBSTANTIAL<br>COMPLETION UNDER NRS 11.202, IN ORDER<br>TO DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)  | 0.05  | 8.25   | 2973 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE CERTIFICATE OF<br>OCCUPANCY FOR TOWER II, RE:<br>SUBSTANTIAL COMPLETION UNDER NRS<br>11.202, IN ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)<br>(SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.05  | 8.25   | 2974 |



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|     |      |      |  | Hours | Amount |      |
|-----|------|------|--|-------|--------|------|
| DRG | L250 | A104 | REVIEW/ANALYZE CLARK COUNTY RECORDERS' OFFICE OF RECORDS, RE: NOTICES OF COMPLETION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.20  | 33.00  | 2975 |
| DRG | L250 | A104 | REVIEW/ANALYZE ASSOCIATION'S INITIAL CHAPTER 40 NOTICE, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.15  | 24.75  | 2976 |
| DRG | L250 | A104 | REVIEW/ANALYZE ASSOCIATION'S AMENDED CHAPTER 40 NOTICE, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.20  | 33.00  | 2977 |
| DRG | L250 | A104 | REVIEW/ANALYZE CITY COUNCIL OF RENO V RENO NEWSPAPERS, NEVADA SUPREME COURT CASE AND SHEPARDIZED CASES, RE: COURT CASE STATUTORY INTERPRETATION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)             | 0.10  | 16.50  | 2978 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE ASSOCIATION'S ANSWER TO COMPLAINT AND COUNTERCLAIMS, RE: ARGUMENTS PRESENTED, RELATION TO DECLARATORY RELIEF ACTION AND CAUSES OF ACTION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.20  | 33.00  | 2979 |
| DRG | L250 | A104 | REVIEW/ANALYZE ASSOCIATION'S   |       |        |      |

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 ~~~SEE NOTES~~~

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |      |      | Hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Amount |       |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|------|
| OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT REGARDING THE AMENDED CHAPTER 40 NOTICE, RE: EXHIBIT E TO OUR CURRENT MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, IN ORDER TO EVALUATE THEIR ARGUMENTS, USE THOSE ARGUMENTS AND STATEMENTS AGAINST THEM AS JUDICIAL ADMISSIONS, TO HIGHLIGHT THAT FOR THE COURT DURING AND IN PREPARATION FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) |     |      |      | 0.65                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 107.25 | 2980  |      |
| 04/19/2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DRG | L250 | A104 | REVIEW/ANALYZE D.R. HORTON V EIGHTH JUDICIAL DISTRICT COURT (FIRST LIGHT) NEVADA SUPREME COURT CASE AND SHEPARDIZED CASES, RE: ENACTMENT OF AB 125, EVOLUTION OF CHAPTER 40, NRS 40.600 ET SEQ., TO USE THOSE ARGUMENTS IN OUR FAVOR, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                           | 0.55   | 90.75 | 2981 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DRG | L250 | A104 | REVIEW/ANALYZE BANEGAS V. STATE INDUSTRIAL INSURANCE SYSTEM, NEVADA SUPREME COURT CASE AND SHEPARDIZED CASES, CASE CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE AMENDED CHAPTER 40 NOTICE, RE: NEVADA'S ADOPTION OF STATUTORY INTERPRETATION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.30   | 49.50 | 2982 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DRG | L250 | A104 | REVIEW/ANALYZE SENATE BILL 241 HEARING TRANSCRIPT, AS ENROLLED ON MAY 28, 2003, AMENDING NRS 40.645, RE: NOTICE OF DEFECTS AND WHEN REQUIRED, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR                                                                                                                                                                                                                                                                                                           |        |       |      |

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 ~~~SEE NOTES~~~

|     |      |      |   | Hours | Amount |      |
|-----|------|------|---|-------|--------|------|
|     |      |      | UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.30  | 49.50  | 2983 |
| DRG | L250 | A104 | REVIEW/ANALYZE CASE MANAGEMENT ORDER OF DATES AND DEADLINES FOR PLEADINGS AND OTHER DISCOVERY, IN ORDER TO CHALLENGE THE ASSOCIATION'S ARGUMENTS THAT THEY HAVE ACTED DILIGENTLY FROM THE OUTSET OF LITIGATION, AS THEY CONTEND, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                          | 0.15  | 24.75  | 2984 |
| DRG | L250 | A104 | REVIEW/ANALYZE ALL CORRESPONDENCE TO AND FROM OPPOSING COUNSEL, IN THIS MATTER SINCE THE LITIGATION COMMENCED, IN ORDER TO CHALLENGE THE ASSOCIATION'S ARGUMENTS THAT THEY HAVE ACTED DILIGENTLY FROM THE OUTSET OF LITIGATION AS THEY CONTEND, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)           | 0.55  | 90.75  | 2985 |
| DRG | L250 | A104 | REVIEW/ANALYZE HEARING TRANSCRIPT FROM OCTOBER 2, 2018, (APPROX. 92 PAGES), RE; MOTION FOR SUMMARY JUDGMENT ON AMENDED CH 40 NOTICE, ANALYZED PARTIES' ARGUMENTS AND THE COURT'S POSITION ON THOSE ARGUMENTS, IN ORDER TO UTILIZE THE COURT'S ARGUMENTS DURING UPCOMING HEARING AND IN PREPARATION FOR THAT HEARING, ON OUR MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.90  | 148.50 | 2986 |
| DRG | L250 | A104 | REVIEW/ANALYZE COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW, RE: OCTOBER 2, 2018 HEARING, RE; MOTION FOR   |       |        |      |

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 ~~~SEE NOTES~~~

|            |     |      |                                                                                                                                                                                                                                                                                                                                                                                   | Hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Amount |        |      |
|------------|-----|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|------|
|            |     |      | SUMMARY JUDGMENT ON AMENDED CH 40 NOTICE, ANALYZED THE COURT'S POSITION ON THE ARGUMENTS RAISED, FACTS AND LAW, IN ORDER TO UTILIZE THE COURT'S ARGUMENTS DURING UPCOMING HEARING AND IN PREPARATION FOR THAT HEARING, ON OUR MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 41.25  | 2987   |      |
|            | DRG | L250 | A104                                                                                                                                                                                                                                                                                                                                                                              | REVIEW/ANALYZE HEARING TRANSCRIPT FROM FEBRUARY 7, 2017 HEARING IN THE SKY CASE, RE; MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, ANALYZED PARTIES' ARGUMENTS AND THE COURT'S POSITION ON THOSE ARGUMENTS, IN ORDER TO UTILIZE THE COURT'S ARGUMENTS DURING UPCOMING HEARING AND IN PREPARATION FOR THAT HEARING, ON OUR MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                           | 0.65   | 107.25 | 2988 |
| 04/20/2019 | DRG | L250 | A104                                                                                                                                                                                                                                                                                                                                                                              | REVIEW/ANALYZE COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW, RE: FEBRUARY 7, 2017 HEARING IN THE SKY CASE, RE; MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, ANALYZED THE COURT'S POSITION ON THE ARGUMENTS RAISED, FACTS AND LAW, IN ORDER TO UTILIZE THE COURT'S ARGUMENTS DURING UPCOMING HEARING AND IN PREPARATION FOR THAT HEARING, ON OUR MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.45   | 74.25  | 2989 |
|            | DRG | L250 | A104                                                                                                                                                                                                                                                                                                                                                                              | REVIEW/ANALYZE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, IN ORDER TO EVALUATE THEIR ARGUMENTS, USE THOSE ARGUMENTS AND STATEMENTS AGAINST THEM AS JUDICIAL ADMISSIONS, TO HIGHLIGHT THAT FOR THE COURT DURING AND IN PREPARATION FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY                                                                                                                                                                                 |        |        |      |

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|     |      |      | JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   |  | 0.80  | 132.00 | 2990 |
| DRG | L250 | A104 | REVIEW/ANALYZE COURT ORDERED STAY OF LITIGATION, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  |  | 0.10  | 16.50  | 2991 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE BUILDERS' FIRST MOTION FOR SUMMARY JUDGMENT ON THE ORIGINAL CHAPTER 40 NOTICE, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) |  | 0.30  | 49.50  | 2992 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE BUILDERS' COMPLAINT FOR DECLARATORY RELIEF, ARGUMENTS AND CAUSES OF ACTION, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)    |  | 0.30  | 49.50  | 2993 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE BUILDERS' MOTION FOR DECLARATORY RELIEF ON STANDING, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS  |  |       |        |      |

|     |      |      | Hours   | Amount |      |
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| DRG | L250 | A104 | OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  |        |      |
|     |      |      | 0.10  | 16.50  | 2994 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE BUILDERS' MOTION FOR DECLARATORY RELIEF ON STANDING, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  |        |      |
|     |      |      | 0.20  | 33.00  | 2995 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE BUILDERS' MOTION FOR RECONSIDERATION OF THE COURT'S RULING ON THE BUILDERS' MOTION FOR SUMMARY JUDGMENT ON THE ASSOCIATION'S AMENDED CHAPTER 40 NOTICE, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) |        |      |
|     |      |      | 0.15  | 24.75  | 2996 |
| DRG | L250 | A104 | REVIEW/ANALYZE BULBMAN INC V. NEVADA BELL NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  |        |      |
|     |      |      | 0.20  | 33.00  | 2997 |
| DRG | L250 | A104 | REVIEW/ANALYZE POSADAS V CITY OF RENO,  |        |      |

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|     |      |      | NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                          | 0.15  | 24.75  | 2998 |
| DRG | L250 | A104 | REVIEW/ANALYZE WINN V. SUNRISE HOSPITAL & MEDICAL CENTER NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.15  | 24.75  | 2999 |
| DRG | L250 | A104 | REVIEW/ANALYZE SHORT HOTEL RIVIERA, INC., NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                | 0.25  | 41.25  | 3000 |
| DRG | L250 | A104 | REVIEW/ANALYZE SAWYER V. SUGARLESS SHOPS, INC. NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19)                                                   |       |        |      |

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|            |      |      | (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.20  | 33.00  | 3001 |
| DRG        | L250 | A104 | REVIEW/ANALYZE SARTOR V ARKANSAS GAS CORP., U.S. SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.20  | 33.00  | 3002 |
| DRG        | L250 | A104 | REVIEW/ANALYZE NEVADA STATE BANK V JAMISON, NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: APPLICABILITY OF RELATION-BACK DOCTRINE TO COMPULSORY COUNTERCLAIMS, WHICH SPECIFICALLY RELATES TO ONE OF THE ASSOCIATION'S STRONGEST ARGUMENTS IN ITS OPPOSITION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.60  | 99.00  | 3003 |
| DRG        | L250 | A104 | REVIEW/ANALYZE G AND H ASSOCIATES CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: APPLICABILITY OF TOLLING THE GRACE PERIOD IRRESPECTIVE OF WHETHER THAT GRACE PERIOD OVERLAPS WITH THE STATUTE OF REPOSE PERIOD , IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.30  | 49.50  | 3004 |
| 04/21/2019 | DRG  | L250 | A104   |       |        |      |
|            |      |      | REVIEW/ANALYZE ALSENZ V. TWIN LAKES VILLAGE, NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION  |       |        |      |



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|     |      |      | TO OUR MOTION FOR SUMMARY JUDGMENT<br>ON THE STATUTE OF REPOSE, RE:<br>APPLICABILITY OF TOLLING THE GRACE<br>PERIOD IRRESPECTIVE OF WHETHER THAT<br>GRACE PERIOD OVERLAPS WITH THE<br>STATUTE OF REPOSE PERIOD , IN ORDER TO<br>DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)                                                                                                   | 0.25  | 41.25  | 3005 |
| DRG | L250 | A104 | REVIEW/ANALYZE LOPEZ V US HOME<br>CORPORATION CASE, AS CITED TO IN THE<br>ASSOCIATION'S OPPOSITION TO OUR MOTION<br>FOR SUMMARY JUDGMENT ON THE STATUTE<br>OF REPOSE, RE: APPLICABILITY OF TOLLING<br>THE GRACE PERIOD IRRESPECTIVE OF<br>WHETHER THAT GRACE PERIOD OVERLAPS<br>WITH THE STATUTE OF REPOSE PERIOD, IN<br>ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)<br>(SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.40  | 66.00  | 3006 |
| DRG | L250 | A104 | REVIEW/ANALYZE FOSTER V GREYSTONE<br>CASE AND COURT'S RULING ON SAME IN ITS<br>ORIGINAL ORDER, APPLICABILITY OF TOLLING<br>THE GRACE PERIOD AND INABILITY TO DO SO<br>ONCE STATUTE OF REPOSE HAS EXPIRED, IN<br>ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)<br>(SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                          | 0.35  | 57.75  | 3007 |
| DRG | L250 | A104 | REVIEW/ANALYZE DESERT FIREPLACES PLUS<br>INC V. EIGHTH JUDICIAL DISTRICT COURT<br>CASE, APPLICABILITY OF TOLLING THE GRACE<br>PERIOD AND INABILITY TO DO SO ONCE<br>STATUTE OF REPOSE HAS EXPIRED, IN<br>ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)                                                                                                                                                            |       |        |      |

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|     |      |      | (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.15  | 24.75  | 3008 |
| DRG | L250 | A104 | REVIEW/ANALYZE BOURNE VALLEY COURT TRUST V WELLS FARGO BANK CASE, CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.15  | 24.75  | 3009 |
| DRG | L250 | A104 | REVIEW/ANALYZE YATES V. WASHOE COUNTY SCHOOL DIST. CASE, CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)           | 0.15  | 24.75  | 3010 |
| DRG | L250 | A104 | REVIEW/ANALYZE KIRKPATRICK V. LENOIR COUNTY BD. OF EDUCATION CASE, CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.20  | 33.00  | 3011 |
| DRG | L250 | A104 | REVIEW/ANALYZE NRCP 13(A), CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.10  | 16.50  | 3012 |
| DRG | L250 | A104 | REVIEW/ANALYZE AFFIDAVIT OF ASSOCIATION'S EXPERT, OMAR HINDIYEH, AS RAISED IN THE ASSOCIATION'S OPPOSITION  |       |        |      |

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|     |      |      | TO OUR MOTION, RE: IN ORDER TO DEVELOP<br>AND OUTLINE ARGUMENTS FOR UPCOMING<br>HEARING ON MOTION FOR SUMMARY<br>JUDGMENT ON STATUTE OF REPOSE (MOTION<br>APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER)                                                                                                                                                                                                              | 0.15  | 24.75  | 3013 |
| DRG | L250 | A104 | REVIEW/ANALYZE (BEGIN) REPLY IN SUPPORT<br>OF OUT MOTION FOR SUMMARY JUDGMENT<br>ON THE STATUTE OF REPOSE, RE: ANALYZED<br>ARGUMENTS PRESENTED IN REPLY, IN<br>RESPONSE TO THE ASSOCIATION'S<br>ARGUMENTS IN ITS OPPOSITION, IN ORDER<br>TO DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)    | 0.60  | 99.00  | 3014 |
| DRG | L250 | A104 | REVIEW/ANALYZE (CONTINUE) REPLY IN<br>SUPPORT OF OUT MOTION FOR SUMMARY<br>JUDGMENT ON THE STATUTE OF REPOSE, RE:<br>ANALYZED ARGUMENTS PRESENTED IN<br>REPLY, IN RESPONSE TO THE ASSOCIATION'S<br>ARGUMENTS IN ITS OPPOSITION, IN ORDER<br>TO DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER) | 0.55  | 90.75  | 3015 |
| DRG | L250 | A104 | REVIEW/ANALYZE NRS 108.228, RE: NOTICE<br>OF COMPLETION FOR A PROJECT, IN ORDER<br>TO DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)                                                                                                                                                          | 0.10  | 16.50  | 3016 |
| DRG | L250 | A104 | REVIEW/ANALYZE CLAY V EIGHTH JUDICIAL<br>DISTRICT COURT CASE, RE: CITED TO IN OUR<br>MOTION FOR SUMMARY JUDGMENT, RE:<br>STATUTORY INTERPRETATION, IN ORDER TO<br>DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,                                                                                                                                                         |       |        |      |

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|            |     |      |      | SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.10  | 16.50  | 3017 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE BYRNE ORDER FROM JUDGE SCOTTI ON THE MOTION FOR SUMMARY JUDGMENT IN THAT CASE REGARDING THE STATUTE OF REPOSE, RE: ANALYZED JUDGE SCOTT'S ARGUMENTS AS THEY RELATE TO STATUTES OF REPOSE, TOLLING AND SERVICE OF CHAPTER 40 NOTICE, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.35  | 57.75  | 3018 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE MENDENHALL V. TASSINARI CASE, CITED TO IN OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.15  | 24.75  | 3019 |
| 04/22/2019 | JWS | L430 | A101 | PLAN AND PREPARE FOR (CONTINUE) HEARING ON CLIENT'S MOTION FOR SUMMARY JUDGMENT, INCLUDING, IS NEEDED ORAL MOTION TO STAY/WRIT OF MANDAMUS ON STATUTE OF LIMITATIONS ISSUE. PER ADJUSTER, TIME TO BE SPLIT WITH TOWER TWO CASE.  | 0.90  | 166.50 | 2958 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE BOCA PARK MARKETPLACE SYNDICATIONS CASE, CITED TO IN OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.20  | 33.00  | 3020 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE IN RE PEGASUS GOLD CORP. CASE, CITED TO IN OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP   |       |        |      |

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|     |      |      |  | AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                             | 0.15  | 24.75  | 3021 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE POCHIRO V. PRUDENTIAL INS. CO OF AMERICA CASE, CITED TO IN OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                        | 0.15  | 24.75  | 3022 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE THE ASSOCIATION'S CONDITIONAL COUNTERMOTION FOR NRS 40.695(2) RELIEF, RE: ANALYZED ARGUMENTS PRESENTED IN COUNTERMOTION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                 | 0.10  | 16.50  | 3023 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE OUR OPPOSITION TO THE ASSOCIATION'S CONDITIONAL COUNTERMOTION FOR NRS 40.695(2) RELIEF, RE: ANALYZED ARGUMENTS PRESENTED IN OPPOSITION TO COUNTERMOTION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.15  | 24.75  | 3024 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE ASSOCIATION'S REPLY IN SUPPORT OF CONDITIONAL COUNTERMOTION FOR NRS 40.695(2) RELIEF, RE: ANALYZED ARGUMENTS PRESENTED IN REPLY TO COUNTERMOTION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)        |       |        |      |

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|     |      |      | CASE PER ADJUSTER)  | 0.20  | 33.00  | 3025 |
| DRG | L250 | A104 | REVIEW/ANALYZE EXHIBITS, INCLUDING<br>CORRESPONDENCE, EMAILS AND LETTERS IN<br>SUPPORT OF ASSOCIATION'S REPLY TO ITS<br>CONDITIONAL COUNTERMOTION FOR NRS<br>40.695(2) RELIEF, (APPROX. 50 PAGES), RE:<br>ANALYZED DOCUMENTS PRESENTED, TO<br>COUNTER THE ARGUMENTS MADE, IN ORDER<br>TO DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER) |       |        |      |
|     |      |      |   | 0.55  | 90.75  | 3026 |
| DRG | L250 | A104 | REVIEW/ANALYZE BUILDING INSPECTION<br>HISTORY FOR THE TWO TOWERS, RE:<br>CONFIRMATION OF FINAL BUILDING<br>INSPECTION DATES, TO COUNTER ANY<br>ARGUMENTS THAT SUBSTANTIAL<br>COMPLETION DID NOT OCCUR UNTIL YEARS<br>AFTER, IN ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)<br>(SPLIT WITH TOWER II CASE PER ADJUSTER)  |       |        |      |
|     |      |      |   | 0.20  | 33.00  | 3027 |
| DRG | L250 | A103 | DRAFT/REVISE (BEGIN) OUTLINE OF<br>ARGUMENTS TO PRESENT AT THE UPCOMING<br>HEARING ON OUR MOTION FOR SUMMARY<br>JUDGMENT ON THE STATUTE OF REPOSE<br>(MOTION APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER)   |       |        |      |
|     |      |      |   | 0.70  | 115.50 | 3028 |
| DRG | L250 | A103 | DRAFT/REVISE (CONTINUE) OUTLINE OF<br>ARGUMENTS TO PRESENT AT THE UPCOMING<br>HEARING ON OUR MOTION FOR SUMMARY<br>JUDGMENT ON THE STATUTE OF REPOSE<br>(MOTION APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER)  |       |        |      |
|     |      |      |   | 0.60  | 99.00  | 3029 |
| DRG | L250 | A101 | PLAN AND PREPARE FOR (BEGIN) UPCOMING<br>HEARING ON MOTION FOR SUMMARY<br>JUDGMENT, PRACTICED OUTLINE OF<br>ARGUMENTS, INCLUDING THOSE FOR OUR<br>MOTION AND OUR REBUTTAL TO ARGUMENTS<br>PRESENTED BY THE ASSOCIATION IN ITS<br>MOVING PAPERS, PRACTICED AND   |       |        |      |

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|            |     |      |      |                                                                                                                                                                                                                                                                                                                                               | Hours | Amount |      |
|------------|-----|------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|            |     |      |      | MEMORIZED THE ARGUMENTS, CASES IN OUR FAVOR, AND ARGUMENTS AGAINST APPLICABILITY OF CASES NOT IN OUR FAVOR, MEMORIZED AND PRACTICED ARGUMENTS RELATED TO THE COURT'S PRIOR RULINGS AND OTHER COURTS' PRIOR RULINGS ON THIS ISSUE. (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)          | 0.85  | 140.25 | 3030 |
|            | JWS | L240 | A101 | PLAN AND PREPARE FOR (BEGIN) ORAL ARGUMENT, CLIENTS MOTION FOR SUMMARY JUDGMENT, REVIEW OF ARGUMENTS/CASES CITED TO ASSIT WITH ORAL ARGUMENT.                                                                                                                                                                                                 | 1.20  | 222.00 | 3035 |
| 04/23/2019 | JWS | L120 | A101 | PLAN AND PREPARE FOR (FINALIZE) HEARING ON CLIENT'S MOTION FOR SUMMARY JUDGMENT. REVIEW/OUTLINE OF REPLY/CONDITIONAL COUNTER MOTION/OBJECTION. TIME TO BE SPLIT WITH TOWER II CASE.                                                                                                                                                           | 0.85  | 157.25 | 2959 |
|            | JWS | L230 | A109 | APPEAR FOR/ATTEND HEARING/ORAL ARGUMENT ON CLIENT'S MOTION FOR SUMMARY JUDGMENT/HOA'S COUNTER MOTION. NO TRAVEL TIME IN ENTRY.                                                                                                                                                                                                                | 1.85  | 342.25 | 2960 |
|            | JBV | L320 | A103 | DRAFT/REVISE EMAIL CORRESPONDENCE TO LITIGATION SERVICES-DEPOSITORY, RE: REQUEST FOR ACCESS TO ONLINE DEPOSITORY, IN ORDER TO OBTAIN DOCUMENTATION DISCLOSED ON BEHALF OF DEFENDANTS                                                                                                                                                          | 0.05  | 4.75   | 2961 |
|            | JBV | L320 | A104 | REVIEW/ANALYZE RESPONSE EMAIL CORRESPONDENCE FROM LITIGATION SERVICES-DEPOSITORY, RE: ACCESS TO ONLINE DEPOSITORY AND STATUS OF DOCUMENTATION DISCLOSED ON BEHALF OF DEFENDANTS, IN PREPARATION FOR PROVIDING ATTORNEY FOR ANALYSIS                                                                                                           | 0.05  | 4.75   | 2962 |
|            | JBV | L320 | A104 | REVIEW/ANALYZE DOCUMENTS DISCLOSED WITHIN DEFENDANTS' INITIAL PRODUCTION OF DOCUMENTS, RE: VERIFYING DOCUMENTS MATCH THOSE LISTED IN PLEADING SUCH AS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS FOR PANORAMA TOWERS AS WELL AS COMMUNICATIONS CONCERNING UNIT 300, IN |       |        |      |

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|------------|------|------|--|-------|--------|------|
|            |      |      | PREPARATION FOR PROVIDING ATTORNEY<br>FOR ANALYSIS   | 0.10  | 9.50   | 2963 |
| DRG        | L250 | A101 | PLAN AND PREPARE FOR (CONTINUE)<br>PRACTICED OUTLINE OF ARGUMENTS,<br>INCLUDING THOSE FOR OUR MOTION AND<br>OUR REBUTTAL TO ARGUMENTS PRESENTED<br>BY THE ASSOCIATION IN ITS MOVING PAPERS,<br>PRACTICED AND MEMORIZED THE<br>ARGUMENTS, CASES IN OUR FAVOR, AND<br>ARGUMENTS AGAINST APPLICABILITY OF<br>CASES NOT IN OUR FAVOR, MEMORIZED AND<br>PRACTICED ARGUMENTS RELATED TO THE<br>COURT'S PRIOR RULINGS AND OTHER<br>COURTS' PRIOR RULINGS ON THIS ISSUE.<br>(MOTION APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER) | 0.80  | 132.00 | 3031 |
| DRG        | L250 | A109 | APPEAR FOR/ATTEND TRAVEL TIME TO<br>HEARING ON MOTION FOR SUMMARY<br>JUDGMENT ON STATUTE OF REPOSE (MOTION<br>APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER) (BILLED AT 50%<br>HOURLY RATE)  | 0.30  | 49.50  | 3032 |
| DRG        | L250 | A109 | APPEAR FOR/ATTEND HEARING ON MOTION<br>FOR SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER) (DRIVE TIME<br>NOT INCLUDED)  | 1.95  | 321.75 | 3033 |
| DRG        | L250 | A109 | APPEAR FOR/ATTEND TRAVEL TIME FROM<br>HEARING ON MOTION FOR SUMMARY<br>JUDGMENT ON STATUTE OF REPOSE (MOTION<br>APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER) (BILLED AT 50%<br>HOURLY RATE)  | 0.20  | 33.00  | 3034 |
| 05/03/2019 | DRG  | L340 | A108 COMMUNICATE (OTHER EXTERNAL)<br>TELEPHONE CALL WITH EXPERT, SIMON<br>LOADSMAN, RE: [REDACTED]<br>[REDACTED] (SPLIT<br>WITH TOWER II CASE PER ADJUSTER)  | 0.25  | 41.25  | 3036 |
| 05/06/2019 | DRG  | L340 | A108 COMMUNICATE (OTHER EXTERNAL) CONFER   |       |        |      |



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|-----------------------------------------------------------------------------------------------------------------------|-----|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------|
| WITH EXPERT, FENESTRATION, SIMON<br>LOADSMAN, RE: [REDACTED]<br>[REDACTED] (SPLIT<br>WITH TOWER II CASE PER ADJUSTER) |     |      |      | 0.15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 24.75  | 3037        |
| 05/10/2019                                                                                                            | PCB | L120 | A104 | REVIEW/ANALYZE LATEST FROM THE NEVADA<br>LEGISLATIVE SESSION, INCLUDING<br>PROPOSED AMENDMENTS TO CHAPTER 40<br>STATUTE, IN ORDER TO ASSESS POSSIBLE<br>IMPLICATIONS FOR AND IMPACT UPON THE<br>CASE OVERALL AND THE RECENT MOTION<br>FOR SUMMARY JUDGMENT FILED ON THE<br>STATUTE OF REPOSE (AS PER CARRIER<br>DIRECTIVE, TIME SPLIT WITH OTHER FILE IN<br>SAME CASE - TOWER II - 1287.558; ALL WORK<br>THAT IMPACTS MOTIONS THAT HAVE BEEN<br>FILED OR WHICH COULD BE FILED<br>PRE-APPROVED BY SHERILYN BRYDON OF<br>ESIS). | 0.35   | 64.75 3041  |
| 05/13/2019                                                                                                            | DRG | L230 | A101 | PLAN AND PREPARE FOR UPCOMING SPECIAL<br>MASTER HEARING, RE: ANALYZED PRIOR<br>DISCOVERY REQUESTS AND THE<br>ASSOCIATION'S INITIAL RESPONSE TO SAME,<br>INCLUDING THE PROPOSED AMENDMENT TO<br>THE CC&R'S REFLECTING CHANGES AND<br>ANALYZED NOTES FROM PRIOR SPECIAL<br>MASTER HEARING AND DRAFTED NOTES TO<br>RAISE WITH SPECIAL MASTER AND OPPOSING<br>COUNSEL. (SPLIT WITH TOWER II CASE PER<br>ADJUSTER)                                                                                                                 | 0.70   | 115.50 3038 |
|                                                                                                                       | DRG | L230 | A109 | APPEAR FOR/ATTEND SPECIAL MASTER<br>HEARING (SPLIT WITH TOWER II CASE PER<br>ADJUSTER)                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0.15   | 24.75 3039  |
|                                                                                                                       | DRG | L230 | A103 | DRAFT/REVISE NOTES TO OUR FILE RE:<br>DISCUSSION AND DATES PROPOSED BY<br>SPECIAL MASTER HEARING. (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                                                                                                  | 0.15   | 24.75 3040  |
| 05/14/2019                                                                                                            | DRG | L120 | A104 | REVIEW/ANALYZE SPECIAL MASTER ORDER<br>REGARDING AMENDED CASE AGENDA AND<br>POST-SPECIAL MASTER HEARING ORDER, RE:<br>ANALYSIS OF SAME TO VERIFY THAT SAME<br>REFLECTS THE AGREEMENTS AND                                                                                                                                                                                                                                                                                                                                     |        |             |

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|------------|-----|------|------|--|-------|--------|------|
|            |     |      |      | UNDERSTANDING OF THE PARTIES AT<br>YESTERDAY'S SPECIAL MASTER HEARING<br>(SPLIT WITH TOWER II CASE PER ADJUSTER).  | 0.15  | 24.75  | 3044 |
| 05/15/2019 | JBV | L320 | A104 | REVIEW/ANALYZE SPECIAL MASTER<br>RECOMMENDATION AND DISTRICT COURT<br>ORDER AMENDING CASE AGENDA DATED MAY<br>13, 2019, RE: DETERMINING DISCOVERY<br>DEADLINES AND REQUIREMENTS WITHIN, IN<br>PREPARATION FOR ENSURING CLIENT<br>COMPLIES WITH ALL NEWLY INCLUDED<br>INFORMATION (AS PER CARRIER DIRECTIVE,<br>TIME SPLIT WITH OTHER FILE IN SAME<br>CASE-TOWER II). | 0.10  | 9.50   | 3042 |
|            | PCB | L190 | A107 | COMMUNICATE (OTHER OUTSIDE COUNSEL)<br>WITH COVERAGE COUNSEL FOR SOMPO (JAN<br>DUFFALO) VIA EMAILS (3) THROUGHOUT THE<br>DAY RE: [REDACTED]<br>[REDACTED]<br>(AS PER CARRIER DIRECTIVE,<br>TIME SPLIT WITH OTHER FILE IN SAME CASE -<br>TOWER II - 1287.558).  | 0.05  | 9.25   | 3043 |
|            | DRG | L120 | A104 | REVIEW/ANALYZE CORRESPONDENCE FROM<br>JAN DUFFALO, REPRESENTATIVE FOR<br>SOMPO, RE: [REDACTED]<br>[REDACTED] (SPLIT WITH TOWER II CASE PER<br>ADJUSTER)  | 0.05  | 8.25   | 3045 |
|            | DRG | L120 | A104 | REVIEW/ANALYZE CASE AGENDA FROM THE<br>SPECIAL MASTER, RE: [REDACTED]<br>[REDACTED] (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.10  | 16.50  | 3046 |
|            | DRG | L120 | A103 | DRAFT/REVISE STATUS UPDATE TO JAN<br>DUFFALO, RE: [REDACTED]<br>[REDACTED] (SPLIT WITH TOWER II CASE PER<br>ADJUSTER)  | 0.10  | 16.50  | 3047 |
| 05/20/2019 | JBV | L320 | A104 | REVIEW/ANALYZE SPECIAL MASTER<br>RECOMMENDATION AND AMENDING CASE<br>AGENDA DATED MAY 20, 2019, RE:<br>CONFIRMING ALL NEW DISCOVERY<br>DEADLINES AND REQUIREMENTS MATCH<br>THOSE LISTED IN RECENT<br>CORRESPONDENCE, IN PREPARATION FOR  |       |        |      |

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|            |     |      |      | ENSURING ALL ARE COMPLIED WITH ON CLIENT'S BEHALF (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE-TOWER II).                                                                                                                                                                                                                                                                                                                      | 0.10  | 9.50   | 3048 |
|            | DRG | L120 | A104 | REVIEW/ANALYZE ANALYSIS OF STATE SENATE LEGISLATURE DATABASE, VIDEO OF SENATE JUDICIARY COMMITTEE HEARING, AND FINDINGS FROM HEARING ON PROPOSED ASSEMBLY BILL 421, ANALYSIS OF SAME TO EVALUATE THE CURRENT STATUS OF THE BILL AND PROGRESS TOWARD PASSAGE IN THE SENATE, IN ORDER TO EVALUATE THE POSSIBILITY OF THE BILL'S PASSAGE AND THEREFORE THE POTENTIAL IMPACT ON OUR CASE AND PENDING MOTION WORK (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.85  | 140.25 | 3049 |
| 05/22/2019 | LSG | L120 | A104 | REVIEW/ANALYZE (BEGIN) NEVADA LEGISLATURE'S WEBSITE, RE: ASSEMBLY BILL 421, IN ORDER TO EVALUATE POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE, IN PREPARATION FOR DRAFTING MEMORANDUM TO FILE ANALYZING SAME (SPLIT WITH TOWER 2 CASE PER ADJUSTER)                                                                                                                                                                                        | 0.05  | 8.25   | 3050 |
|            | LSG | L120 | A104 | REVIEW/ANALYZE (BEGIN) ASSEMBLY BILL 421, AMENDMENT NUMBER 640, PASSED ON APRIL 12, 2019 BY THE ASSEMBLY JUDICIARY, IN ORDER TO EVALUATE POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE, IN PREPARATION FOR DRAFTING MEMORANDUM TO FILE ANALYZING SAME (SPLIT WITH TOWER 2 CASE PER ADJUSTER)                                                                                                                                                | 0.45  | 74.25  | 3051 |
|            | LSG | L120 | A104 | REVIEW/ANALYZE (BEGIN) ASSEMBLY BILL 421, PASSED ON MAY 17, 2019 BY THE SENATE COMMITTEE JUDICIARY, IN ORDER TO EVALUATE POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE, IN PREPARATION FOR DRAFTING MEMORANDUM TO FILE ANALYZING SAME (SPLIT WITH TOWER 2 CASE PER ADJUSTER)                                                                                                                                                                | 0.30  | 49.50  | 3052 |
|            | LSG | L120 | A104 | REVIEW/ANALYZE (BEGIN) ARCHIVED MAY 17, 2019 SENATE COMMITTEE JUDICIARY MEETING, IN ORDER TO EVALUATE POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE, IN PREPARATION FOR DRAFTING MEMORANDUM TO FILE ANALYZING SAME (SPLIT WITH TOWER 2 CASE PER                                                                                                                                                                                             |       |        |      |

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|------------|-----|------|------|---|-------|--------|------|
|            |     |      |      | ADJUSTER)   | 0.05  | 8.25   | 3053 |
|            | LSG | L120 | A103 | DRAFT/REVISE (BEGIN MEMORANDUM TO FILE ANALYZING POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE BASED ON ASSEMBLY BILL 421 (SPLIT WITH TOWER 2 CASE PER ADJUSTER)   | 0.15  | 24.75  | 3054 |
| 05/23/2019 | PCB | L250 | A104 | REVIEW/ANALYZE 16 PAGE FINDINGS OF FACT AND CONCLUSIONS OF LAW FROM THE COURT ON THE LATEST MOTION FOR SUMMARY JUDGMENT FILED ON BEHALF OF THE CLIENTS IN ORDER TO ASSESS ALL THE REASONS FOR THE RULING, THE POTENTIAL AREAS FOR EITHER AN APPEAL OR A MOTION FOR RECONSIDERATION BY THE HOA, AND THE POTENTIAL PORTIONS OF THE RULING THAT COULD BE RELIED UPON TO DEFEAT ANY APPEAL OR MOTION FOR RECONSIDERATION (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II - 1287.558). | 0.30  | 55.50  | 3074 |
|            | PCB | L250 | A103 | DRAFT/REVISE UPDATE TO CARRIERS, COVERAGE COUNSEL AND CLIENT PERSONAL COUNSEL RE: [REDACTED]  |       |        |      |
|            |     |      |      | (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II - 1287.558).  | 0.15  | 27.75  | 3075 |
|            | CSW | L430 | A104 | REVIEW/ANALYZE (BEGIN) COURT ORDER GRANTING CLIENT DEFENDANT'S MOTION FOR SUMMARY JUDGMENT OF ASSOCIATION'S CONSTRUCTION DEFECT CLAIMS PURSUANT TO NRS 11.202(1), IN PREPARATION FOR ANY SUBSEQUENT APPELLATE WORK AND DRAFTING ATTORNEY FEES MOTION  | 0.70  | 115.50 | 3087 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE ORDER GRANTING OUR MOTION FOR SUMMARY JUDGMENT, RE: ANALYZED ORDER OF FINDINGS OF FACT AND CONCLUSIONS OF LAW, TO EVALUATE THE JUDGE'S ARGUMENTS, FINDINGS, AND CONCLUSIONS, TO DEVELOP THEORIES ABOUT THE POTENTIAL FOR MOTIONS FOR RECONSIDERATION AND/OR CLARIFICATION, TO EVALUATE THE POTENTIAL FOR APPEAL,   |       |        |      |

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| AND TO ENSURE THAT ALL INFORMATION IN THE ORDER WAS AS WE ARGUED IT TO BE AT THE HEARING FOR SAME (SPLIT WITH TOWER II CASE PER ADJUSTER). |     |      |      |                                                                                                                                                                                                                                                                                                                | 0.70  | 115.50 | 3093 |
| 05/28/2019                                                                                                                                 | JWS | L430 | A101 | PLAN AND PREPARE FOR MEMORANDUM OF FEES AND COSTS, LIMITED RESEARCH ON NRS 18, REVIEW/REVISIONS TO MEMORANDUM. TIME TO BE SPLIT WITH TOWER TWO CASE PER ADJUSTER.                                                                                                                                              | 0.50  | 92.50  | 3055 |
|                                                                                                                                            | CW  | L250 | A104 | REVIEW/ANALYZE INVOICES RECEIVED FROM CLIENT'S EXPERT, MKA, RE: TO DETERMINE THE AMOUNT OF EACH INVOICE IN PREPARATION TO INSERT THE AMOUNT OF EACH INVOICE INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                         | 0.40  | 38.00  | 3056 |
|                                                                                                                                            | CW  | L250 | A104 | REVIEW/ANALYZE INVOICES RECEIVED FROM CLIENT'S EXPERT, REID LOADSMAN, RE: TO DETERMINE THE AMOUNT OF EACH INVOICE IN PREPARATION TO INSERT THE AMOUNT OF EACH INVOICE INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]               | 0.10  | 9.50   | 3057 |
|                                                                                                                                            | CW  | L250 | A104 | REVIEW/ANALYZE INVOICES RECEIVED FROM CLIENT'S EXPERT, EMP CONSULTANTS, RE: TO DETERMINE THE AMOUNT OF EACH INVOICE IN PREPARATION TO INSERT THE AMOUNT OF EACH INVOICE INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]             | 0.20  | 19.00  | 3058 |
|                                                                                                                                            | CW  | L250 | A104 | REVIEW/ANALYZE INVOICES RECEIVED FROM CLIENT'S EXPERT, JOHN A. MARTIN & ASSOCIATES, RE: TO DETERMINE THE AMOUNT OF EACH INVOICE IN PREPARATION TO INSERT THE AMOUNT OF EACH INVOICE INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558] | 0.10  | 9.50   | 3059 |
|                                                                                                                                            | CW  | L250 | A104 | REVIEW/ANALYZE INVOICES RECEIVED FROM VENDOR, HOLO DISCOVERY, RE: TO DETERMINE THE AMOUNT OF EACH INVOICE IN PREPARATION TO INSERT THE AMOUNT OF                                                                                                                                                               |       |        |      |

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|----|------|------|---|-------|--------|------|
|    |      |      | EACH INVOICE INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]   | 0.20  | 19.00  | 3060 |
| CW | L250 | A104 | REVIEW/ANALYZE INVOICES RECEIVED FROM VENDOR, JAMS, RE: TO DETERMINE THE AMOUNT OF EACH INVOICE IN PREPARATION TO INSERT THE AMOUNT OF EACH INVOICE INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                                      | 0.30  | 28.50  | 3061 |
| CW | L250 | A103 | DRAFT/REVISE (BEGIN) CLIENTS' MEMORANDUM OF COSTS AND DISBURSEMENTS RE: TO INCORPORATE THE TOTAL COSTS FOR EACH VENDOR (JAMS AND HOLO) AND EXPERT (MKA, EMP CONSULTANTS, JOHN A. MARTIN & ASSOCIATES AND REID LOADSMAN) AS WELL AS TO PREPARE A DECLARATION FOR THE ATTORNEY WITH REGARD TO THE COSTS.              | 0.40  | 38.00  | 3062 |
| CW | L250 | A104 | REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR PHOTOCOPIES FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH PHOTOCOPY FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF PHOTOCOPY FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]        | 0.20  | 19.00  | 3063 |
| CW | L250 | A104 | REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR REPRODUCTION FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH REPRODUCTION FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF REPRODUCTION FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558] | 0.40  | 38.00  | 3064 |
| CW | L250 | A104 | REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR LOCAL TRAVEL FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH LOCAL TRAVEL FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF LOCAL TRAVEL FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558] | 0.20  | 19.00  | 3065 |
| CW | L250 | A104 | REVIEW/ANALYZE THE FIRMS' FEES TO DATE  |       |        |      |

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|    |      |                                                                                                                                                                                                                                                                                                                                         | Hours | Amount |      |
|----|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|    |      | FOR PROCESS SERVER FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH PROCESS SERVER FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF PROCESS SERVER FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                                                      | 0.20  | 19.00  | 3066 |
| CW | L250 | A104 REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR PARKING FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH PARKING FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF PARKING FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                               | 0.20  | 19.00  | 3067 |
| CW | L250 | A104 REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR COURT FILING FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH COURT FILING FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF COURT FILING FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                | 0.30  | 28.50  | 3068 |
| CW | L250 | A104 REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR OUTSIDE PRINTING FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH OUTSIDE PRINTING FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF OUTSIDE PRINTING FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]    | 0.20  | 19.00  | 3069 |
| CW | L250 | A104 REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR ATTORNEY SERVICES FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH ATTORNEY SERVICES FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF ATTORNEY SERVICES FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558] | 0.20  | 19.00  | 3070 |
| CW | L250 | A104 REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR COURT SERVICES FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH COURT SERVICES FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF COURT SERVICES                                                                                                                                          |       |        |      |

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|            |      |      |      |   | Hours | Amount |      |
|------------|------|------|------|---|-------|--------|------|
|            |      |      |      | FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]   | 0.30  | 28.50  | 3071 |
| CW         | L250 | A104 |      | REVIEW/ANALYZE THE FIRMS' FEES TO DATE FOR CONFERENCE CALL SERVICES FOR BOTH TOWER I AND TOWER II RE: TO ADD UP EACH CONFERENCE CALL SERVICES FEE IN PREPARATION TO INSERT THE TOTAL AMOUNT OF CONFERENCE CALL SERVICES FEES INTO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]   |       |        |      |
| CW         | L250 | A103 |      | DRAFT/REVISE (CONTINUE) CLIENTS' MEMORANDUM OF COSTS AND DISBURSEMENTS RE: TO INCORPORATE THE TOTAL COSTS FOR REPRODUCTION, LOCAL TRAVEL, PROCESS SERVER, PARKING, COURT FILING, OUTSIDE PRINTING, ATTORNEY SERVICES, COURT SERVICES, CONFERENCE CALL SERVICES AND PHOTOCOPYING AS WELL AS TO ADD UP ALL COSTS/FEES AND PROVIDE A TOTAL TAXABLE COSTS SOUGHT BY CLIENTS'. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558] | 0.10  | 9.50   | 3072 |
| PCB        | L250 | A101 |      | PLAN AND PREPARE FOR FILING OF MEMORANDUM OF COSTS RE: GOING OVER THE RECENT REVISIONS TO RULES FOR FILING AND THEN COORDINATING WITH PARALEGAL TO MAKE SURE ALL THE NECESSARY INFORMATION IS INCLUDED IN THE MEMORANDUM ALONG WITH ALL INVOICES (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - 1287.558 - TOWER II).   | 0.30  | 28.50  | 3073 |
| PCB        | L250 | A103 |      | DRAFT (CONTINUE) MEMORANDUM OF COSTS RE: GOING OVER ALL THE INVOICES AND MATCHING THEM TO THE CALCULATIONS IN THE MEMORANDUM; ALSO MAKING SURE MY DECLARATION IS CORRECT WITH REGARD TO THE SUPPORT FOR THE INVOICES (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - 1287.558 - TOWER II).   | 0.60  | 111.00 | 3088 |
|            |      |      |      |   | 0.30  | 55.50  | 3089 |
| 05/29/2019 | CW   | L250 | A103 | DRAFT/REVISE EMAIL CORRESPONDENCE TO  |       |        |      |



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|    |      |      |                                                                                                                                                                                                                                                                                                                                                                         | Hours | Amount |      |
|----|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|    |      |      | CLIENT'S EXPERT, MKA, RE: TO OBTAIN A LIST OF ALL INVOICES SUBMITTED TO DATE IN ORDER TO VERIFY OUR OFFICE HAS ALL INVOICES SUBMITTED TO DATE IN PREPARATION TO PREPARE AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                                                              | 0.10  | 9.50   | 3076 |
| CW | L250 | A103 | DRAFT/REVISE EMAIL CORRESPONDENCE TO CLIENT'S EXPERT, REID LOADSMAN, RE: TO OBTAIN A LIST OF ALL INVOICES SUBMITTED TO DATE IN ORDER TO VERIFY OUR OFFICE HAS ALL INVOICES SUBMITTED TO DATE IN PREPARATION TO PREPARE AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]               | 0.10  | 9.50   | 3077 |
| CW | L250 | A103 | DRAFT/REVISE EMAIL CORRESPONDENCE TO CLIENT'S EXPERT, EMP CONSULTANTS, RE: TO OBTAIN A LIST OF ALL INVOICES SUBMITTED TO DATE IN ORDER TO VERIFY OUR OFFICE HAS ALL INVOICES SUBMITTED TO DATE IN PREPARATION TO PREPARE AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]             | 0.10  | 9.50   | 3078 |
| CW | L250 | A103 | DRAFT/REVISE EMAIL CORRESPONDENCE TO CLIENT'S EXPERT, JOHN A. MARTIN & ASSOCIATES, RE: TO OBTAIN A LIST OF ALL INVOICES SUBMITTED TO DATE IN ORDER TO VERIFY OUR OFFICE HAS ALL INVOICES SUBMITTED TO DATE IN PREPARATION TO PREPARE AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558] | 0.10  | 9.50   | 3079 |
| CW | L250 | A103 | DRAFT/REVISE EMAIL CORRESPONDENCE TO HOLO DISCOVERY, RE: TO OBTAIN A LIST OF ALL INVOICES SUBMITTED TO DATE IN ORDER TO VERIFY OUR OFFICE HAS ALL INVOICES SUBMITTED TO DATE IN PREPARATION TO PREPARE AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                               | 0.10  | 9.50   | 3080 |
| CW | L250 | A104 | REVIEW/ANALYZE EMAIL CORRESPONDENCE                                                                                                                                                                                                                                                                                                                                     |       |        |      |

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|    |      |  | Hours | Amount |      |
|----|------|--|-------|--------|------|
|    |      | RECEIVED FROM HOLO DISCOVERY, RE: TWO INVOICES SUBMITTED TO DATE IN ORDER TO CROSS-REFERENCE EACH INVOICE SUBMITTED WITH EACH INVOICE INCLUDED AS AN EXHIBIT TO CLIENTS' MEMORANDUM OF COSTS TO ENSURE EACH INVOICE SUBMITTED WAS INCLUDED IN THE MEMORANDUM OF COSTS IN PREPARATION TO DRAFT AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS TO INCLUDE ANY INVOICE WHICH WAS INADVERTENTLY NOT INCLUDED. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]   | 0.20  | 19.00  | 3081 |
| CW | L250 | A104 REVIEW/ANALYZE EMAIL CORRESPONDENCE RECEIVED FROM EXPERT, EMP CONSULTANTS, RE: TWO INVOICES SUBMITTED TO DATE IN ORDER TO CROSS-REFERENCE EACH INVOICE SUBMITTED WITH EACH INVOICE INCLUDED AS AN EXHIBIT TO CLIENTS' MEMORANDUM OF COSTS TO ENSURE EACH INVOICE SUBMITTED WAS INCLUDED IN THE MEMORANDUM OF COSTS IN PREPARATION TO DRAFT AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS TO INCLUDE ANY INVOICE WHICH WAS INADVERTENTLY NOT INCLUDED. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558] | 0.20  | 19.00  | 3082 |
| CW | L250 | A104 REVIEW/ANALYZE EMAIL CORRESPONDENCE RECEIVED FROM EXPERT, MKA, RE: THIRTEEN INVOICES SUBMITTED TO DATE IN ORDER TO CROSS-REFERENCE EACH INVOICE SUBMITTED WITH EACH INVOICE INCLUDED AS AN EXHIBIT TO CLIENTS' MEMORANDUM OF COSTS TO ENSURE EACH INVOICE SUBMITTED WAS INCLUDED IN THE MEMORANDUM OF COSTS IN PREPARATION TO DRAFT AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS TO INCLUDE ANY INVOICE WHICH WAS INADVERTENTLY NOT INCLUDED. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]        | 0.40  | 38.00  | 3083 |
| CW | L250 | A104 REVIEW/ANALYZE EMAIL CORRESPONDENCE RECEIVED FROM EXPERT, REID LOADSMAN,  |       |        |      |

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|-----|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|     |      |      | RE: THREE INVOICES SUBMITTED TO DATE IN ORDER TO CROSS-REFERENCE EACH INVOICE SUBMITTED WITH EACH INVOICE INCLUDED AS AN EXHIBIT TO CLIENTS' MEMORANDUM OF COSTS TO ENSURE EACH INVOICE SUBMITTED WAS INCLUDED IN THE MEMORANDUM OF COSTS IN PREPARATION TO DRAFT AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS TO INCLUDE ANY INVOICE WHICH WAS INADVERTENTLY NOT INCLUDED. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                                                                                      | 0.30  | 28.50  | 3084 |
| CW  | L250 | A104 | REVIEW/ANALYZE EMAIL CORRESPONDENCE RECEIVED FROM EXPERT, JOHN A. MARTIN & ASSOCIATES, RE: TWO INVOICES SUBMITTED TO DATE IN ORDER TO CROSS-REFERENCE EACH INVOICE SUBMITTED WITH EACH INVOICE INCLUDED AS AN EXHIBIT TO CLIENTS' MEMORANDUM OF COSTS TO ENSURE EACH INVOICE SUBMITTED WAS INCLUDED IN THE MEMORANDUM OF COSTS IN PREPARATION TO DRAFT AN ERRATA TO CLIENTS' MEMORANDUM OF COSTS TO INCLUDE ANY INVOICE WHICH WAS INADVERTENTLY NOT INCLUDED. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558] | 0.20  | 19.00  | 3085 |
| CW  | L250 | A103 | DRAFT/REVISE ERRATA TO CLIENTS' MEMORANDUM OF COSTS RE: TO UPDATE THE COSTS FOR EXPERTS MKA, REID LOADSMAN AND JOHN A. MARTIN & ASSOCIATES AND TO UPDATE THE ATTORNEY'S DECLARATION AS WELL AS TO INCORPORATE THE SIX MISSING INVOICES AS EXHIBITS TO THE ERRATA. [AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II 1287.558]                                                                                                                                                                                             | 0.30  | 28.50  | 3086 |
| PCB | L120 | A104 | REVIEW/ANALYZE REQUEST FOR INFORMATION FROM COVERAGE COUNSEL FOR EXCESS CARRIER AND PROVIDE RESPONSE TO SAME RE: [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                           |       |        |      |
|     |      |      | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |       |        |      |
|     |      |      | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |       |        |      |
|     |      |      | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |       |        |      |
|     |      |      | (AS PER CARRIER DIRECTIVE, TIME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |        |      |

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|            |     |      |      | SPLIT WITH OTHER FILE IN SAME CASE -<br>1287.558 - TOWER II).  | 0.10  | 18.50  | 3090 |
|            | PCB | L250 | A103 | DRAFT (CONTINUE) NOTICE OF ERRATA FOR<br>MEMORANDUM OF COSTS RE: CONFIRMING<br>THE NEW CALCULATIONS ARE CORRECT<br>AFTER INCLUDING THE INVOICES THAT WERE<br>INADVERTENTLY NOT INCLUDED IN THE<br>ORIGINAL MEMORANDUM AND THEN<br>CONFIRMING THAT THE DECLARATION IN<br>SUPPORT OF THE NOTICE OF ERRATA IS<br>CORRECT AS WELL (AS PER CARRIER<br>DIRECTIVE, TIME SPLIT WITH OTHER FILE IN<br>SAME CASE - 1287.558 - TOWER II). | 0.10  | 18.50  | 3091 |
|            | CSW | L120 | A104 | REVIEW/ANALYZE EMAIL FROM JAN H.<br>DUFFALO FROM LONDON FISCHER LLP, RE:<br>[REDACTED]   | 0.10  | 16.50  | 3092 |
| 05/31/2019 | JWS | L160 | A104 | REVIEW/ANALYZE (LIMITED SCOPE) HOA'S<br>MOTION TO RE-TAX FEES AND SETTLE<br>COSTS. PER ADJUSTER TIME TO BE SPLIT<br>WITH TOWER TWO CASE.   | 0.20  | 37.00  | 3094 |
|            | PCB | L190 | A104 | REVIEW/ANALYZE (BEGIN) THE HOA'S MOTION<br>TO TAX COSTS IN ORDER TO BEGIN<br>IDENTIFYING BOTH THE WEAKNESSES OF THE<br>MOTION AS WELL AS TO IDENTIFY THE<br>POSITIONS THAT INEVITABLY WILL BE USED<br>BY THE HOA IN OPPOSITION TO THE MOTION<br>FOR FEES (AS PER CARRIER DIRECTIVE, TIME<br>SPLIT WITH OTHER FILE IN SAME CASE -<br>TOWER II - 1287.558).  | 0.10  | 18.50  | 3095 |
| 06/01/2019 | CSW | L460 | A104 | REVIEW/ANALYZE (BEGIN) DEFENDANT'S<br>MOTION TO RE-TAX AND SETTLE COSTS, IN<br>PREPARATION FOR DRAFTING MOTION FOR<br>ATTORNEY FEES ON BEHALF OF CLIENT<br>BUILDERS (SPLIT WITH TOWER II CASE PER<br>ADJUSTER)   | 0.60  | 99.00  | 3096 |
| 06/03/2019 | DRG | L250 | A101 | PLAN AND PREPARE STRATEGY FOR<br>OPPOSING MOTION TO TAX OUR<br>MEMORANDUM OF COSTS, RE: ANALYSIS OF<br>MOTION, CONSIDERATION OF ARGUMENTS<br>MADE, REVIEW OF OUR PRIOR MOTION WORK<br>TO DEVELOP AND UTILIZE ARGUMENTS<br>CONTAINED THEREIN TO SUPPORT OUR<br>CURRENT OPPOSITION, IN PARTICULAR THE  |       |        |      |

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|     |      |      |                                                                                                                                                                                                                                                                                                                                                                                                  | Hours | Amount |      |
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| PCB | L250 | A104 | BYRNE CASE, AND DEVELOPED A PLAN FOR ATTACKING THE OPPOSITION (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                            | 0.80  | 132.00 | 3097 |
|     |      |      | REVIEW/ANALYZE ARGUMENTS MADE BY THE HOA IN THE MOTION TO TAX COTS AND BEGIN TO OUTLINE POSSIBLE RESPONSE TO SAME (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II - 1287.558; AS PER SHERILYN BRYDON OF ESIS, ALL WORK ON MOTIONS IN THIS CASE PRE-APPROVED).                                                                                                      | 0.30  | 55.50  | 3102 |
| CSW | L460 | A104 | REVIEW/ANALYZE NRS 18.005-NRS 18.110, RE: NEVADA STATUTES PERTAINING TO LEGAL BASES AND FILING DEADLINES FOR MEMORANDUM OF COSTS AND ATTORNEY FEES, IN PREPARATION FOR DRAFTING SAME ON BEHALF OF CLIENT (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                 | 0.40  | 66.00  | 3133 |
| CSW | L250 | A104 | REVIEW/ANALYZE CONTINUE) DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS, IN PREPARATION FOR DRAFTING MOTION FOR ATTORNEY FEES ON BEHALF OF CLIENT BUILDERS (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                | 0.50  | 82.50  | 3134 |
| CSW | L250 | A104 | REVIEW/ANALYZE (BEGIN) MEMORANDUM OF FEES AND COSTS ON BEHALF OF CLIENT INCLUDING EXHIBITS 1-9, IN PREPARATION FOR DRAFTING OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                  | 0.60  | 99.00  | 3135 |
| CSW | L250 | A103 | DRAFT/REVISE (BEGIN) MEMO TO FILE OF LEGAL ARGUMENTS IN SUPPORT OF CLIENT'S POSITION IN MEMORANDUM OF FEES AND COSTS AND IN OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                  | 0.30  | 49.50  | 3136 |
| CSW | L250 | A104 | REVIEW/ANALYZE EBERLE V. STATE EX REL. NELL J. REDFIELD TRUST NEVADA SUPREME COURT CASE CITED IN DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS, RE: LEGAL SCOPE OF PREVAILING PARTY AS IT PERTAINS TO COURT ORDER GRANTING CLIENT'S MOTION FOR SUMMARY JUDGMENT, IN PREPARATION FOR DRAFTING OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.60  | 99.00  | 3137 |

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|-----|------|------|---|-------|--------|------|
| CSW | L250 | A104 | REVIEW/ANALYZE REYHER V. STATE FARM<br>MUTUAL AUTO INSURANCE COMPANY COURT<br>CASE CITED IN DEFENDANT'S MOTION TO<br>RE-TAX AND SETTLE COSTS, RE: LEGAL<br>SCOPE OF PREVAILING PARTY AS IT<br>PERTAINS TO COURT ORDER GRANTING<br>CLIENT'S MOTION FOR SUMMARY JUDGMENT,<br>IN PREPARATION FOR DRAFTING OPPOSITION<br>TO DEFENDANT'S MOTION TO RE-TAX AND<br>SETTLE COSTS (SPLIT WITH TOWER II CASE<br>PER ADJUSTER) | 0.50  | 82.50  | 3138 |
| CSW | L250 | A104 | REVIEW/ANALYZE BENTLEY V. STATE,<br>OFFICER OF STATE ENGINEER, RE: LEGAL<br>SCOPE OF PREVAILING PARTY AS IT<br>PERTAINS TO COURT ORDER GRANTING<br>CLIENT'S MOTION FOR SUMMARY JUDGMENT,<br>IN PREPARATION FOR DRAFTING OPPOSITION<br>TO DEFENDANT'S MOTION TO RE-TAX AND<br>SETTLE COSTS (SPLIT WITH TOWER II CASE<br>PER ADJUSTER)  | 0.40  | 66.00  | 3139 |

06/04/2019

DRG L120 A103 DRAFT/REVISE (CONTINUE) SUPPLEMENTAL  
STATUS REPORT TO CARRIER, RE: [REDACTED]

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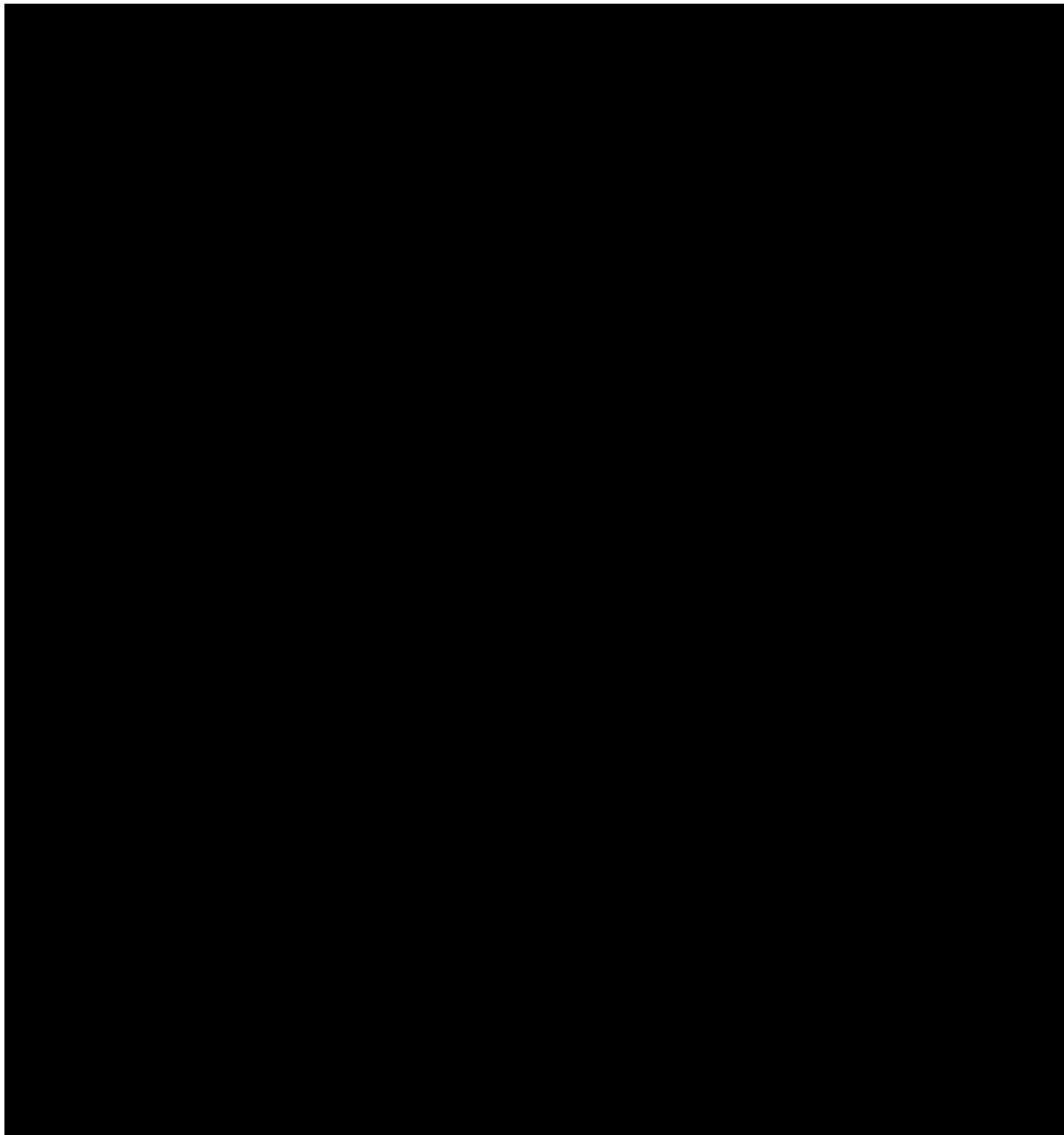
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|-----|------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|     |      |      | (SPLIT WITH TOWER II CASE PER ADJUSTER).                                                                                                                                                                                                                                                                                                                                               | 1.70  | 280.50 | 3100 |
| DRG | L120 | A103 | DRAFT/REVISE (CONTINUE) SUPPLEMENTAL STATUS REPORT TO CARRIER, RE:                                                                                                                                                                                                                                                                                                                     |       |        |      |
|     |      |      | (SPLIT WITH TOWER II CASE PER ADJUSTER).                                                                                                                                                                                                                                                                                                                                               | 1.40  | 231.00 | 3101 |
| PCB | L250 | A101 | PLAN AND PREPARE (CONTINUE) WORK ON ARGUMENTS TO USE IN OPPOSITION TO THE HOA'S MOTION TO TAX COSTS RE: CONTINUE TO FIND BASIS TO GET AROUND THE HOA'S CONTENTION THAT THE MEMORANDUM OF COSTS WAS PREMATURE (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II - 1287.558; AS PER SHERILYN BRYDON OF ESIS, ALL WORK ON MOTIONS IN THIS CASE PRE-APPROVED). | 0.20  | 37.00  | 3103 |

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|     |      |      | Hours                                                                                                                                                                                                                                                                   | Amount |            |
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|     |      |      |                                                                                                                                                                                                                                                                         |        |            |
|     |      |      |                                                                                                                                                                                                                                                                         |        |            |
|     |      |      |                                                                                                                                                                                                                                                                         |        |            |
| CSW | L250 | A104 | REVIEW/ANALYZE (CONTINUE) DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS, IN PREPARATION FOR DRAFTING OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                | 0.30   | 49.50 3183 |
| CSW | L250 | A104 | REVIEW/ANALYZE (BEGIN) MEMORANDUM OF FEES AND COSTS ON BEHALF OF CLIENT INCLUDING EXHIBITS 1-9, IN PREPARATION FOR DRAFTING OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS OF SAME (SPLIT WITH TOWER II CASE PER ADJUSTER)                                 | 0.60   | 99.00 3184 |
| CSW | L250 | A104 | REVIEW/ANALYZE (BEGIN) SUPPLEMENTAL ERRATA OF MEMORANDUM OF FEES AND COSTS ON BEHALF OF CLIENT INCLUDING SUPPLEMENTAL EXHIBITS, IN PREPARATION FOR DRAFTING OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS OF SAME (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.40   | 66.00 3185 |
| CSW | L250 | A104 | REVIEW/ANALYZE (CONTINUE) BUILDER'S COMPLAINT, RE: ALLEGATIONS AGAINST THE ASSOCIATION AND THE BUILDERS' CORRESPONDING PRAYER FOR RELIEF PERTAINING TO DECLARATORY RELIEF                                                                                               | 0.40   | 66.00 3186 |
| CSW | L250 | A104 | REVIEW/ANALYZE (CONTINUE) ASSOCIATION'S COUNTERCLAIM FOR CONSTRUCTION DEFECT AGAINST THE BUILDERS BASED ON ALLEGED WINDOW DEFECTS AND ASSOCIATION'S CORRESPONDING BASES FOR                                                                                             |        |            |

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|-----|------|------|--|-------|--------|------|
|     |      |      | RELIEF, RE: ARGUMENTS MADE IN<br>DEFENDANT'S MOTION TO RE-TAX AND<br>SETTLE COSTS, IN PREPARATION FOR<br>DRAFTING OPPOSITION TO DEFENDANT'S<br>MOTION TO RE-TAX AND SETTLE COSTS<br>(SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.30  | 49.50  | 3187 |
| CSW | L250 | A104 | REVIEW/ANALYZE (CONTINUE) MAY 23, 2019<br>COURT FINDINGS OF FACT, CONCLUSIONS OF<br>LAW, AND ORDER GRANTING PLAINTIFFS'<br>MOTION FOR SUMMARY JUDGMENT<br>PURSUANT TO NRS 11.202(1), RE: LEGAL<br>STANDARDS USED BY COURT PERTAINING TO<br>ARGUMENTS MADE IN DEFENDANT'S MOTION<br>TO RE-TAX AND SETTLE COSTS, IN<br>PREPARATION FOR DRAFTING OPPOSITION<br>TO DEFENDANT'S MOTION TO RE-TAX AND<br>SETTLE COSTS (SPLIT WITH TOWER II CASE<br>PER ADJUSTER) | 0.40  | 66.00  | 3188 |
| CSW | L250 | A104 | REVIEW/ANALYZE LAS VEGAS METRO POLICE<br>DEPT V. BLACKJACK BONDING INC NEVADA<br>COURT CASE CITED IN DEFENDANT'S MOTION<br>TO RE-TAX AND SETTLE COSTS, RE: LEGAL<br>ARGUMENTS PERTAINING TO DEFINITION OF<br>PREVAILING PARTY IN REGARD TO THE<br>REQUEST FOR FEES AND COSTS, IN<br>PREPARATION FOR DRAFTING OPPOSITION<br>TO DEFENDANT'S MOTION TO RE-TAX AND<br>SETTLE COSTS (SPLIT WITH TOWER II CASE<br>PER ADJUSTER)                                  | 0.30  | 49.50  | 3189 |
| CSW | L250 | A104 | REVIEW/ANALYZE MATTER OF WATER RIGHTS<br>OF BD OF COUNTY COM'RS OF COUNTY OF<br>ARAPAHOE COLORADO COURT CASE CITED IN<br>DEFENDANT'S MOTION TO RE-TAX AND<br>SETTLE COSTS, RE: LEGAL ARGUMENTS<br>PERTAINING TO DEFINITION OF PREVAILING<br>PARTY IN REGARD TO THE REQUEST FOR<br>FEES AND COSTS, IN PREPARATION FOR<br>DRAFTING OPPOSITION TO DEFENDANT'S<br>MOTION TO RE-TAX AND SETTLE COSTS<br>(SPLIT WITH TOWER II CASE PER ADJUSTER)                 | 0.40  | 66.00  | 3190 |
| CSW | L250 | A104 | REVIEW/ANALYZE RINCON EV REALTY LLC V.<br>CP III RINCON TOWERS INC CALIFORNIA<br>COURT CASE CITED IN DEFENDANT'S MOTION<br>TO RE-TAX AND SETTLE COSTS, RE: LEGAL<br>ARGUMENTS PERTAINING TO DEFINITION OF<br>PREVAILING PARTY IN REGARD TO THE<br>REQUEST FOR FEES AND COSTS, IN   |       |        |      |

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|     |      |      |                                                                                                                                                                                                                                                                                                                                                  | Hours | Amount |      |
|-----|------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|     |      |      | PREPARATION FOR DRAFTING OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                     | 0.40  | 66.00  | 3191 |
| CSW | L250 | A104 | REVIEW/ANALYZE CADLE CO V. WOODS AND ERICKSON NEVADA COURT CASE CITED IN DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS, RE: REQUIREMENTS UNDER NRS 18.020 FOR FEES AND COSTS, IN PREPARATION FOR DRAFTING OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER)                                    | 0.40  | 66.00  | 3192 |
| CSW | L250 | A104 | REVIEW/ANALYZE BOBBY BEROSINI LTD V. PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS NEVADA COURT CASE CITED IN DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS, RE: REQUIREMENTS UNDER NRS 18.020 FOR FEES AND COSTS, IN PREPARATION FOR DRAFTING OPPOSITION TO DEFENDANT'S MOTION TO RE-TAX AND SETTLE COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.40  | 66.00  | 3193 |
| CSW | L250 | A103 | DRAFT/REVISE (BEGIN) MEMO TO FILE [REDACTED]                                                                                                                                                                                                                                                                                                     |       |        |      |
|     |      |      | [REDACTED]                                                                                                                                                                                                                                                                                                                                       |       |        |      |
|     |      |      | (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                          | 1.80  | 297.00 | 3194 |

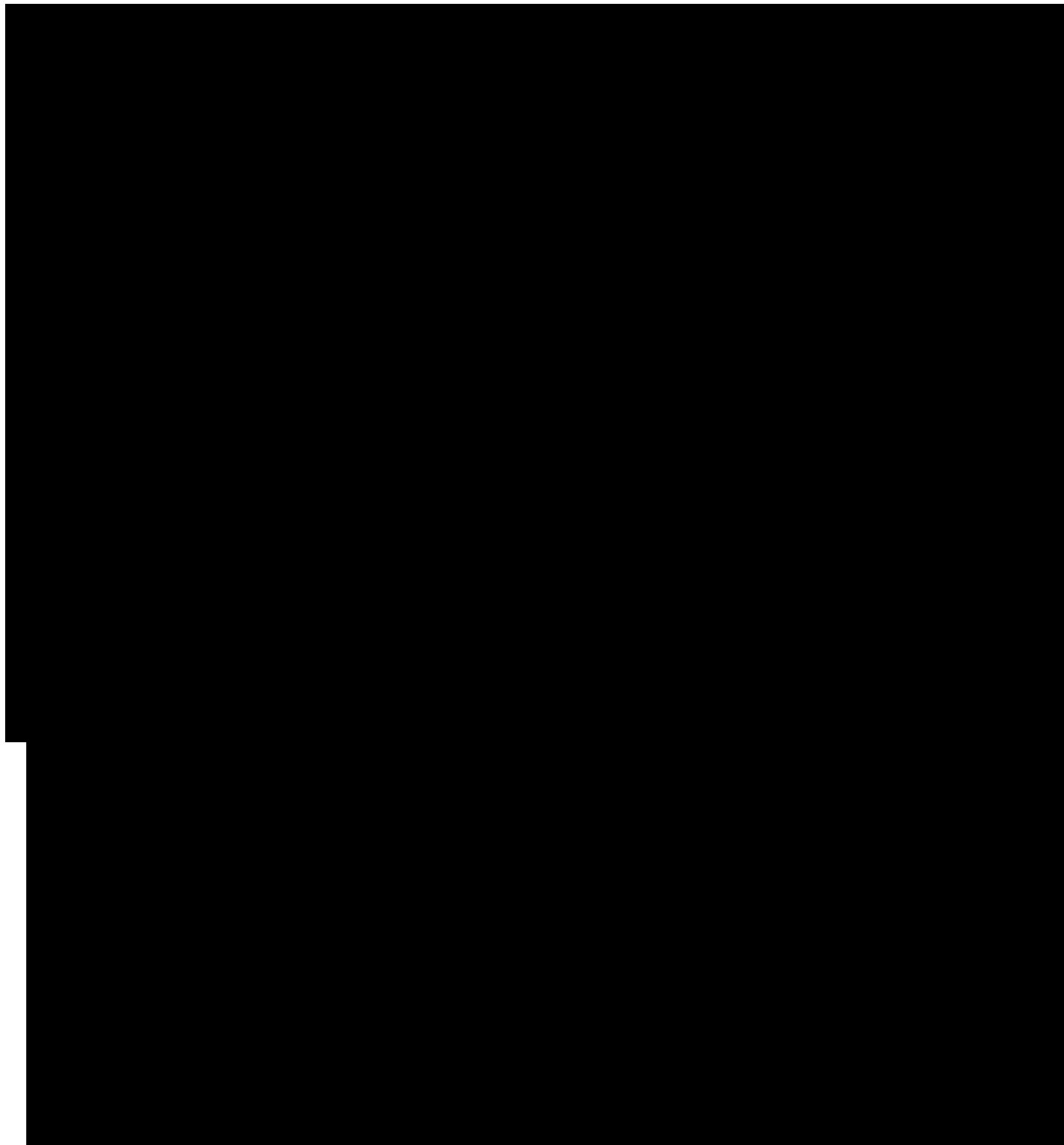
06/05/2019

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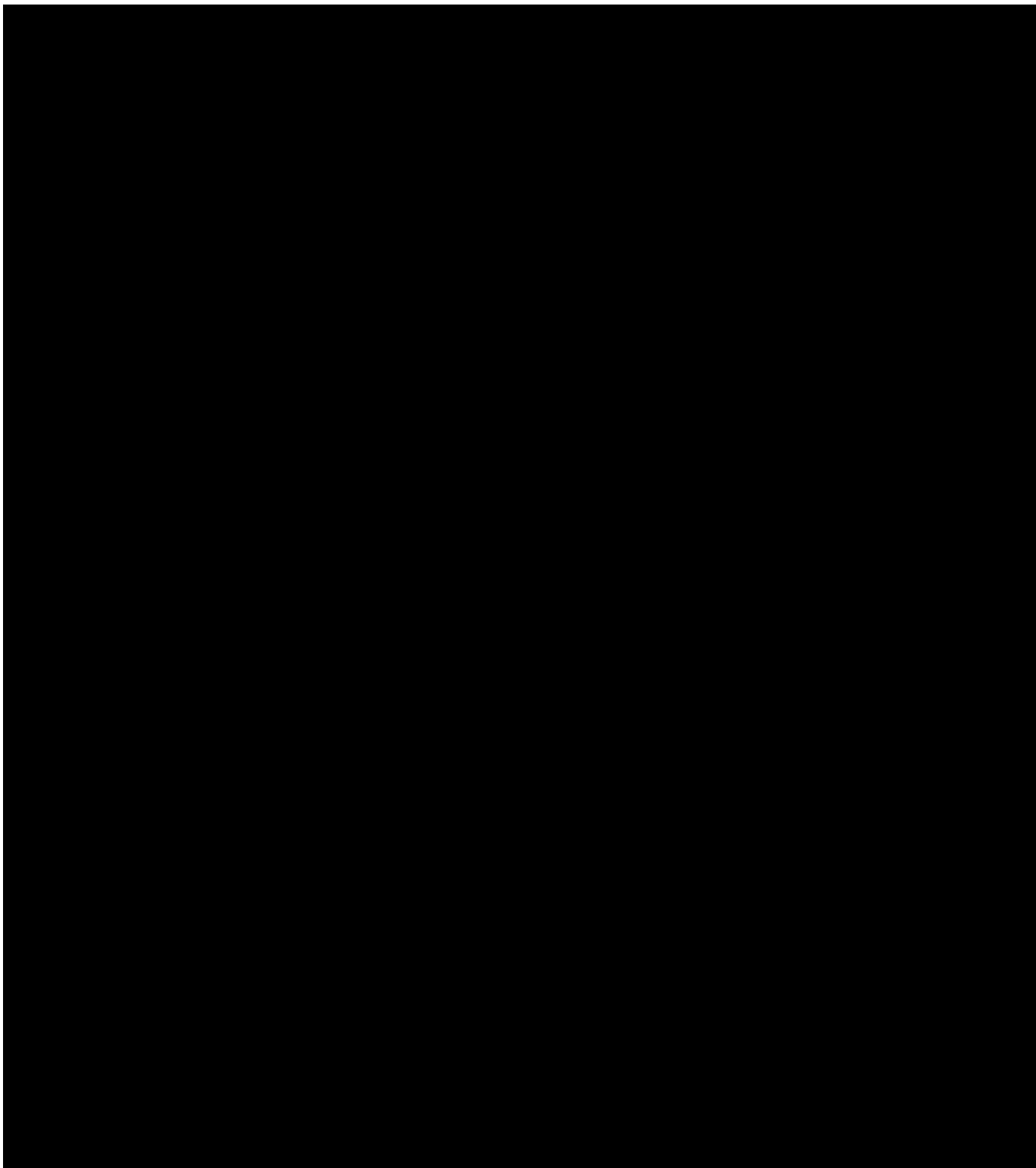


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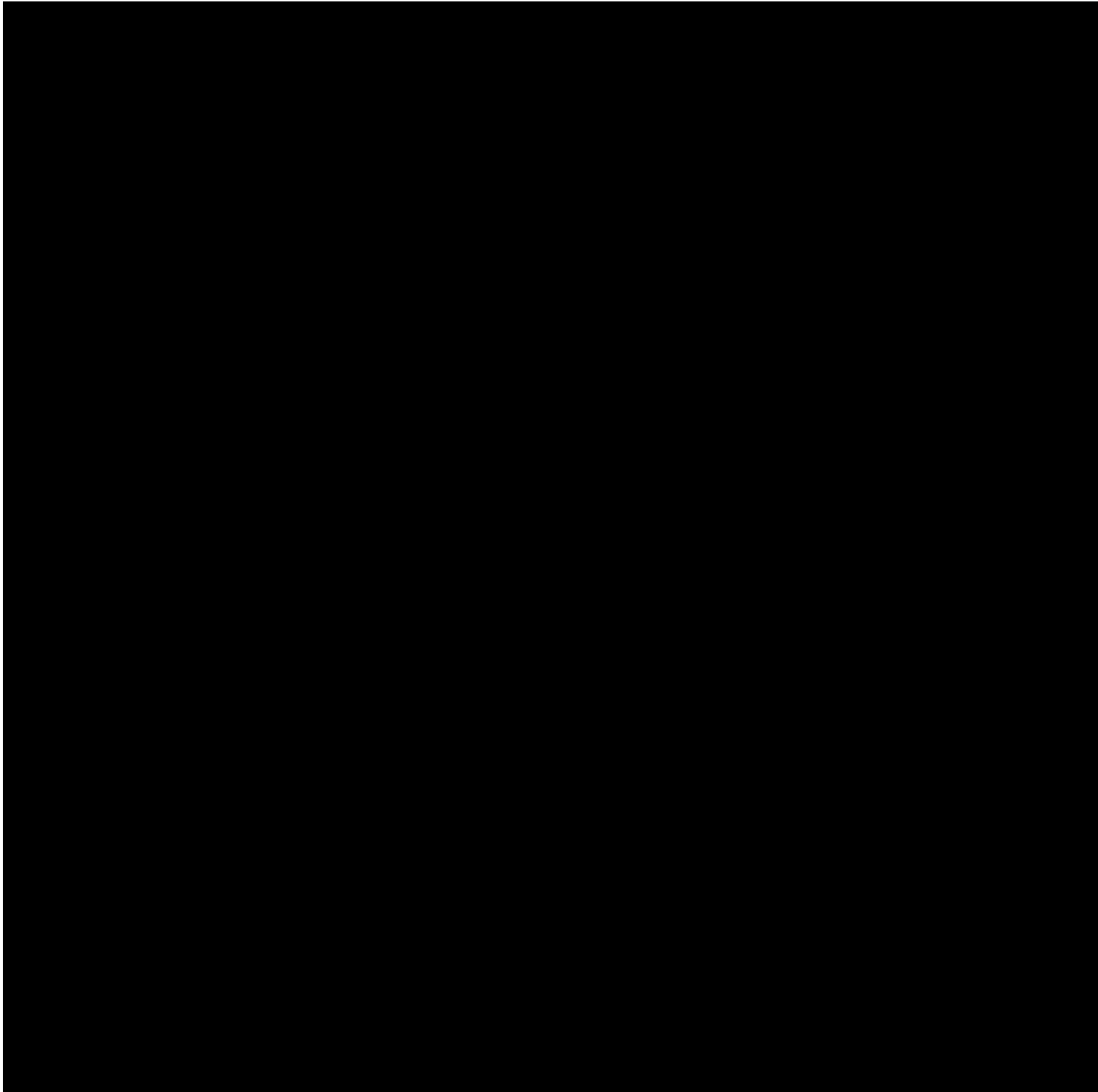
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|     |      |      |  | Hours | Amount |      |
|-----|------|------|--|-------|--------|------|
|     |      |      |  |       |        |      |
| DRG | L250 | A104 | REVIEW/ANALYZE BYRNE V SUNRIDGE HEIGHTS CASE, RE: ANALYZED DEVELOPER'S MOTION TO RETAX AND THE OPPOSITION THERETO, TO EVALUATE ARGUMENTS IN SUPPORT OF OUR OPPOSITION TO THE ASSOCIATION'S MOTION TO RETAX OUR MEMORANDUM OF COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER) | 1.10  | 181.50 | 3140 |
| DRG | L340 | A103 | DRAFT/REVISE CORRESPONDENCE WITH EXPERT, MICHELLE ROBBINS, RE: HER QUALIFICATIONS, IN SUPPORT OF OPPOSITION TO MOTION TO TAX OUR MEMORANDUM OF COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.10  | 16.50  | 3141 |
| DRG | L340 | A103 | DRAFT/REVISE CORRESPONDENCE WITH EXPERT, TRAILER MARTIN, RE: HER QUALIFICATIONS, IN SUPPORT OF OPPOSITION TO MOTION TO TAX OUR MEMORANDUM OF COSTS (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.10  | 16.50  | 3142 |
|     |      |      |  |       |        |      |

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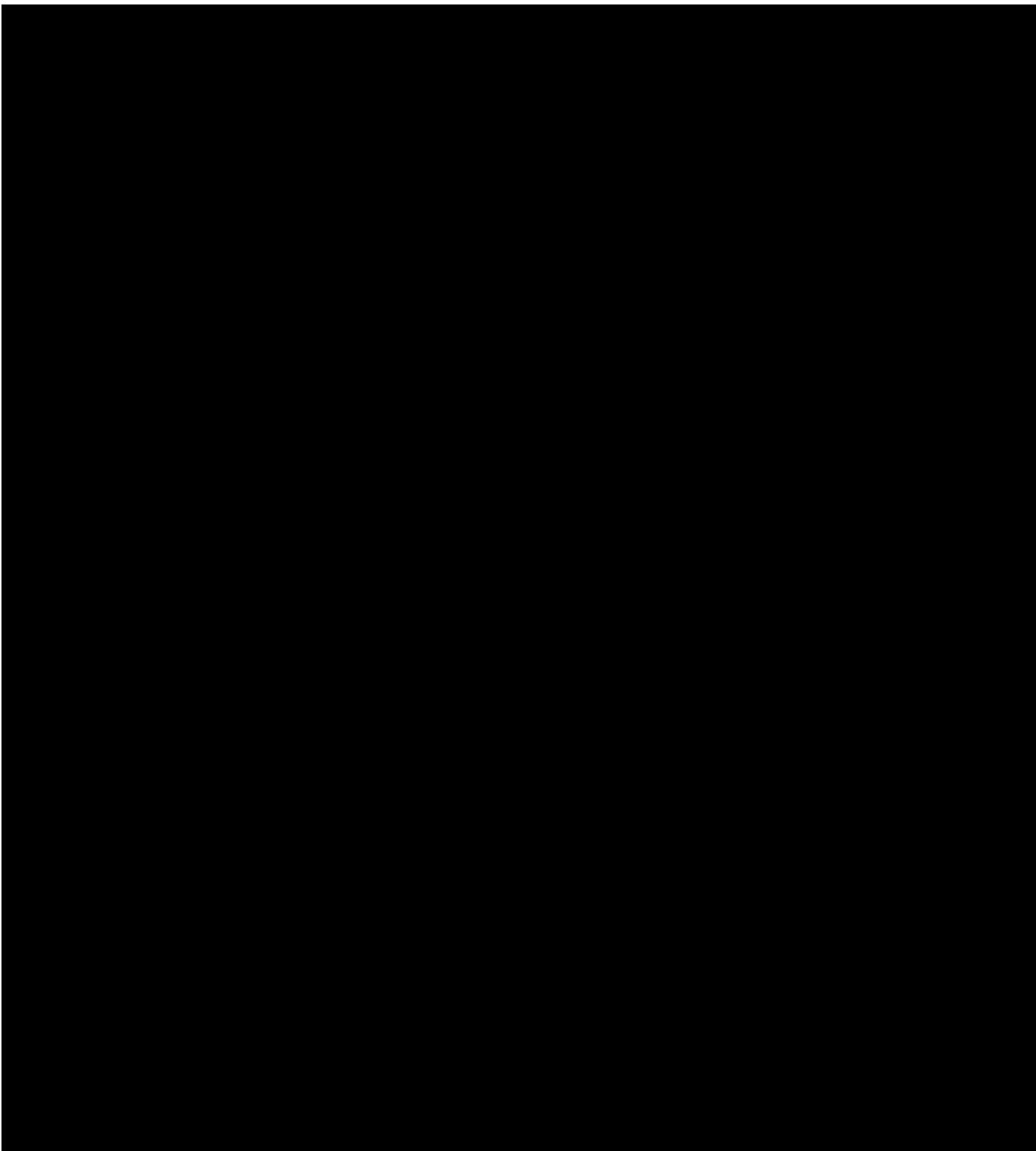
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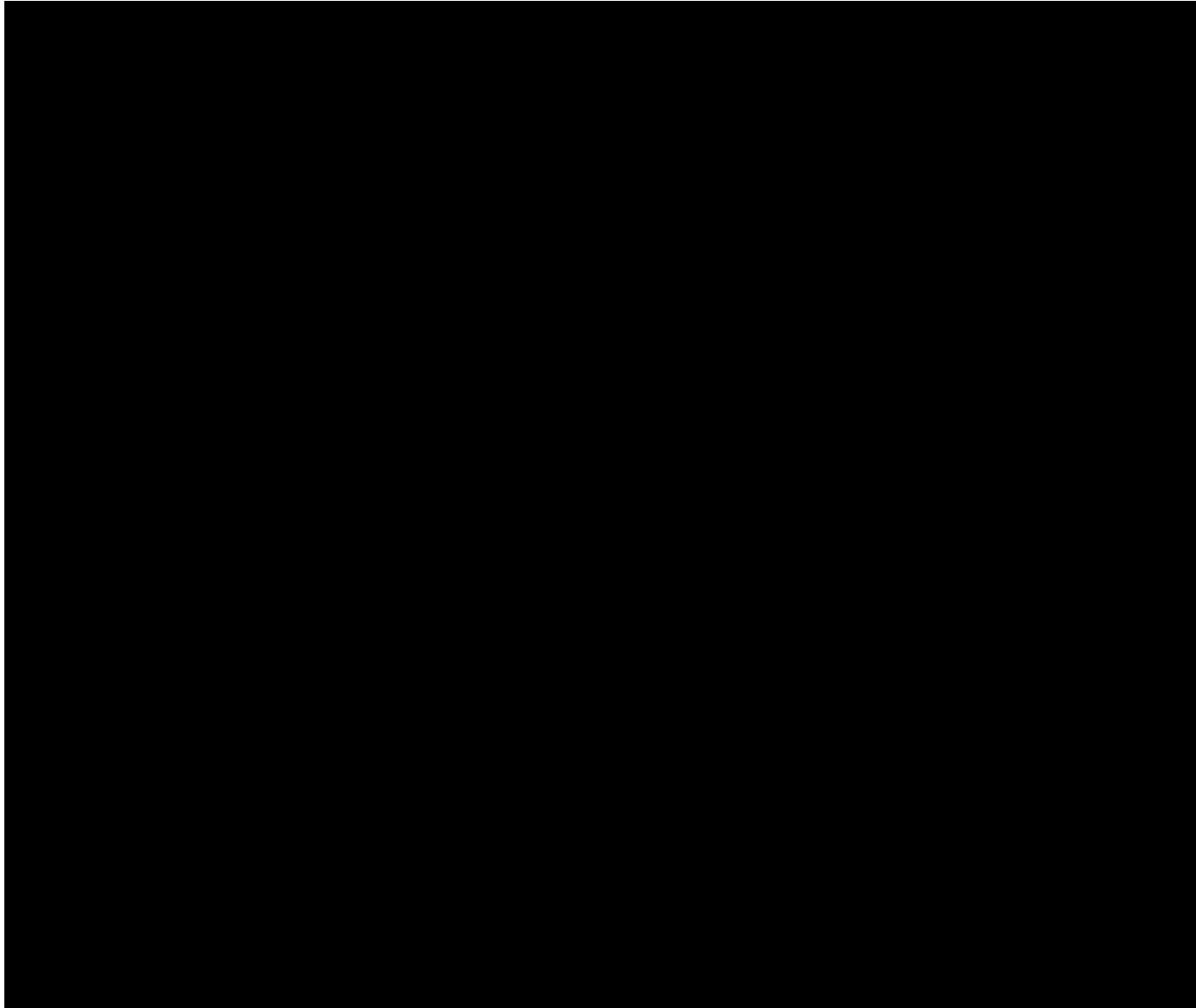


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PCB L250 A103 DRAFT (CONTINUE) OPPOSITION TO MOTION  
TO RE-TAX COSTS RE: ADDITIONAL WORK ON  
ALL THE REASONS WHY THE HOA'S  
ARGUMENTS AS TO WHY COSTS THAT  
PRE-DATE THE MOST RECENT MOTION FOR  
SUMMARY JUDGMENT SHOULD NOT BE  
RECOVERABLE (AS PER CARRIER DIRECTIVE,  
TIME SPLIT WITH OTHER FILE IN SAME CASE -  
1287.588 - TOWER II; ALL WORK ON THIS  
MOTION PRE-APPROVED BY SHERILYN

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|-----|------|------|---|-------|--------|------|
|     |      |      | BRYDON OF ESIS).  | 0.40  | 74.00  | 3131 |
| DRG | L340 | A108 | COMMUNICATE (OTHER EXTERNAL)<br>COMMUNICATE WITH EXPERT, ROBERT<br>SMITH, RE: QUALIFICATIONS AND RATES, IN<br>SUPPORT OF OUR OPPOSITION TO THE<br>ASSOCIATION'S MOTION TO RETAX OUR<br>MEMORANDUM OF COSTS (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)   |       |        |      |
|     |      |      |   | 0.10  | 16.50  | 3144 |
| DRG | L340 | A108 | COMMUNICATE (OTHER EXTERNAL)<br>COMMUNICATE WITH EXPERT, SHELLY<br>ROBBINS, RE: QUALIFICATIONS AND RATES, IN<br>SUPPORT OF OUR OPPOSITION TO THE<br>ASSOCIATION'S MOTION TO RETAX OUR<br>MEMORANDUM OF COSTS (SPLIT WITH<br>TOWER II CASE PER ADJUSTER) |       |        |      |
|     |      |      |   | 0.10  | 16.50  | 3145 |
| DRG | L340 | A108 | COMMUNICATE (OTHER EXTERNAL)<br>COMMUNICATE WITH EXPERT, TRAILER<br>MARTIN, RE: QUALIFICATIONS AND RATES, IN<br>SUPPORT OF OUR OPPOSITION TO THE<br>ASSOCIATION'S MOTION TO RETAX OUR<br>MEMORANDUM OF COSTS (SPLIT WITH<br>TOWER II CASE PER ADJUSTER) |       |        |      |
|     |      |      |   | 0.10  | 16.50  | 3146 |

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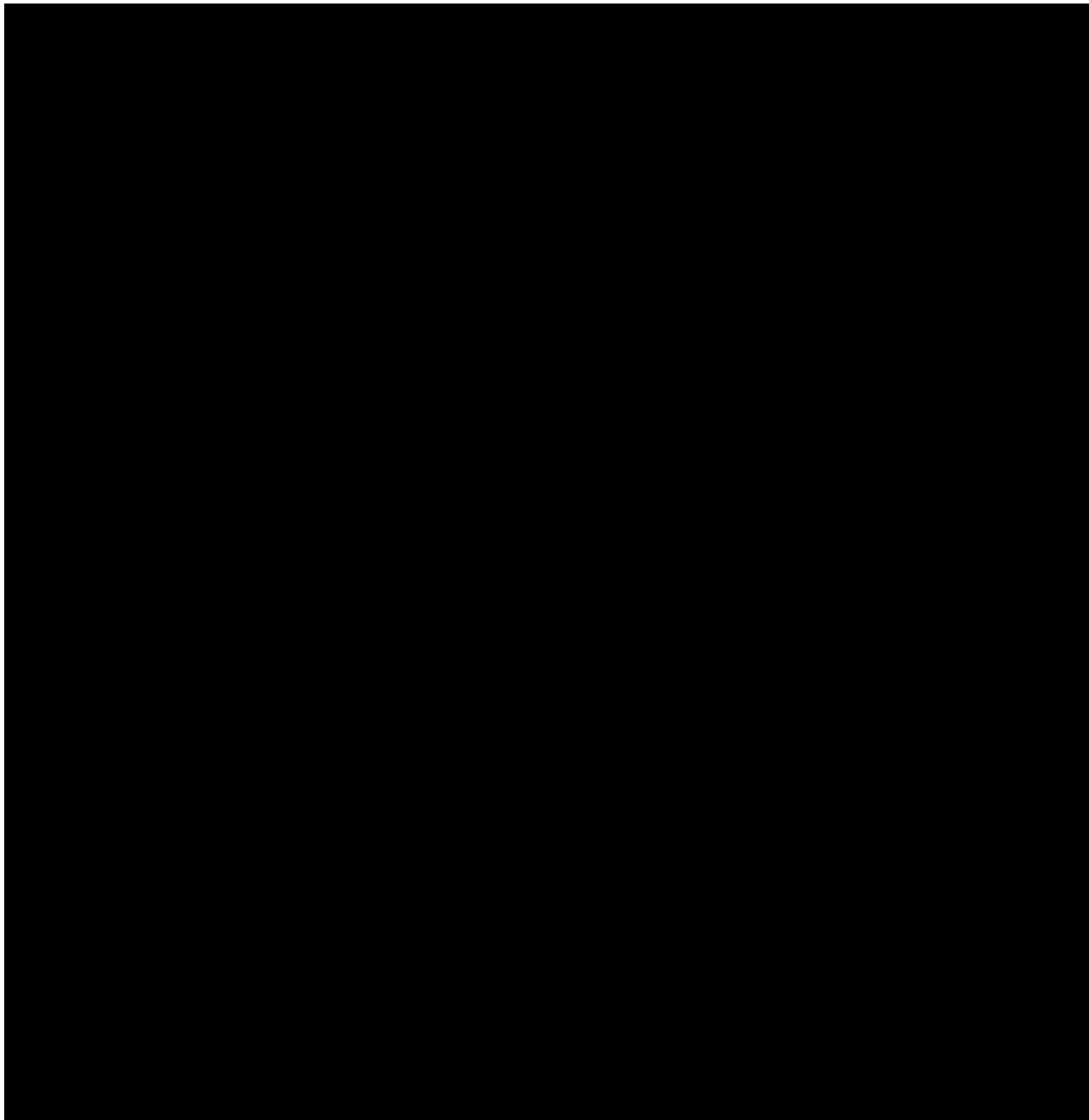
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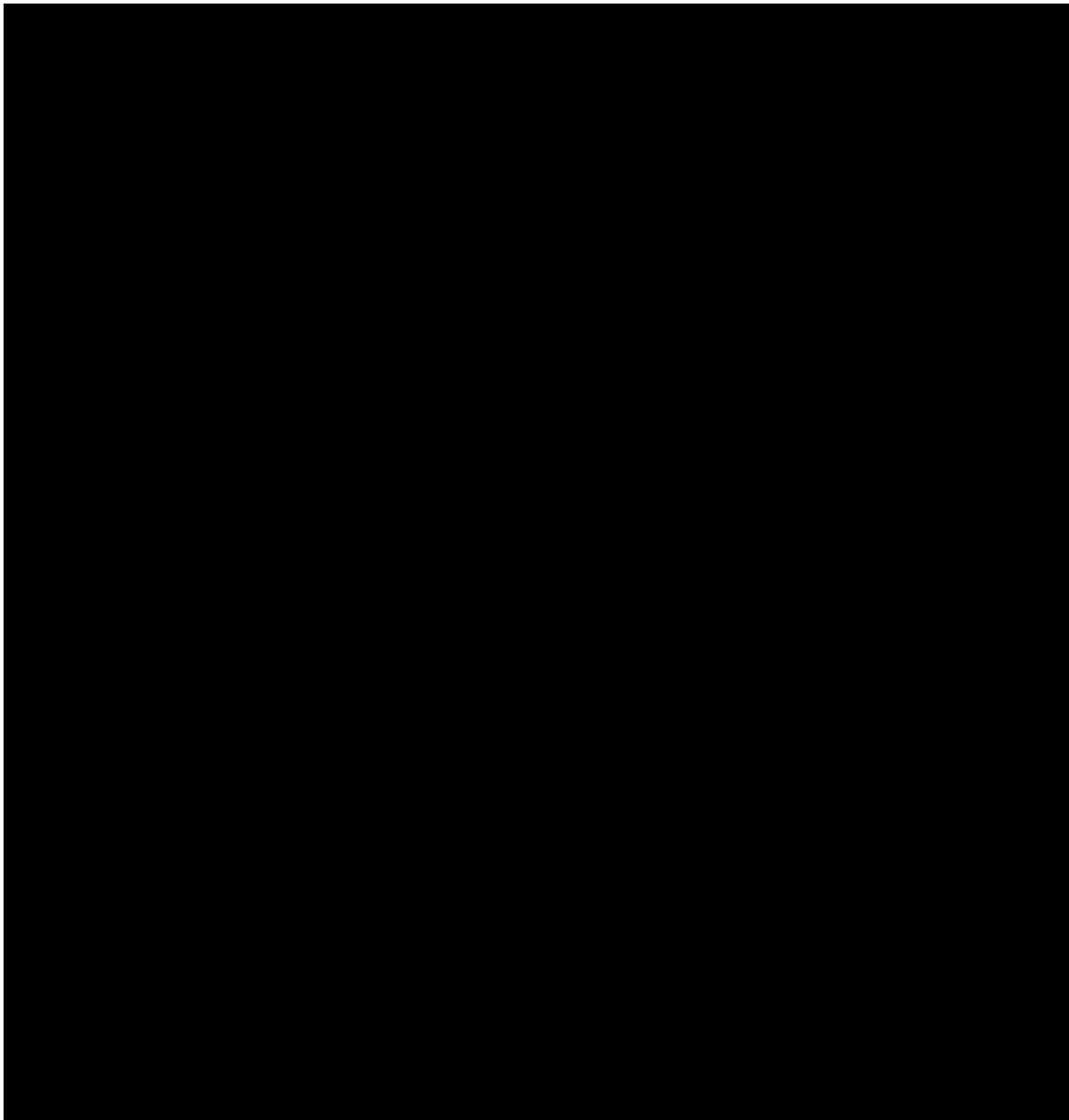
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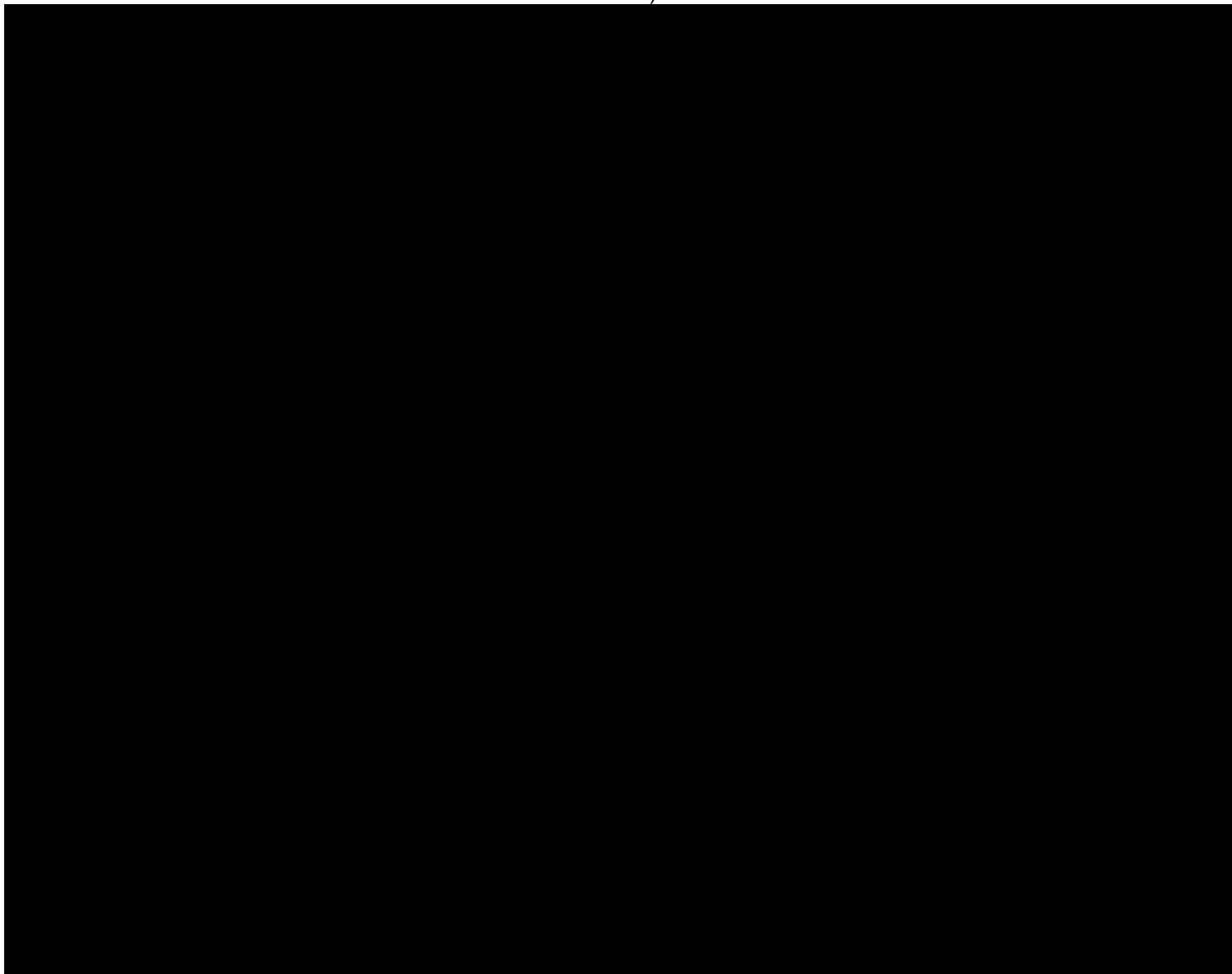
|     |      |      |                                                                                                                                                                                                                                                |      |       |      |
|-----|------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|------|
| CSW | L250 | A104 | REVIEW/ANALYZE NRS 18.010(2)(A), RE:<br>STATUTORY BASIS FOR GRANTING OF<br>ATTORNEY FEES FOR CLIENT BUILDERS, IN<br>SUPPORT OF DRAFTING MOTION FOR<br>ATTORNEY FEES ON BEHALF OF CLIENT<br>BUILDERS (SPLIT WITH TOWER II CASE PER<br>ADJUSTER) | 0.10 | 16.50 | 3181 |
| CSW | L250 | A104 | REVIEW/ANALYZE (BEGIN) MEMO TO FILE OF<br>LEGAL ARGUMENTS IN SUPPORT OF<br>DRAFTING MOTION FOR ATTORNEY FEES ON                                                                                                                                |      |       |      |

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|            |     |      |      |   | Hours | Amount |      |
|------------|-----|------|------|---|-------|--------|------|
|            |     |      |      | BEHALF OF CLIENT BUILDERS BASED ON APPLICATION OF NRS 18.010(2)(A) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.50  | 82.50  | 3182 |
| 06/10/2019 | CSW | L250 | A103 | DRAFT/REVISE (CONTINUE) MEMO TO FILE OF LEGAL ARGUMENTS IN SUPPORT OF DRAFTING MOTION FOR ATTORNEY FEES ON BEHALF OF CLIENT BUILDERS BASED ON APPLICATION OF NRS 18.010(2)(A) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.90  | 148.50 | 3196 |
|            | CSW | L250 | A103 | DRAFT/REVISE ATTORNEY FEES MOTION ON BEHALF OF CLIENT BUILDERS BASED ON APPLICATION OF NRS 18.010(2)(A) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 1.30  | 214.50 | 3197 |



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| Hours | Amount |
|-------|--------|
|-------|--------|

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| Hours | Amount     |
|-------|------------|
| 0.20  | 37.00 3206 |

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|                                                                                                                                                                                                                                                               | Hours | Amount |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
| ARGUMENTS THAT ARE BEING MADE<br>PURSUANT TO TWO DIFFERENT SECTIONS OF<br>THE FEE STATUTE (AS PER CARRIER<br>DIRECTIVE, TIME SPLIT WITH OTHER FILE IN<br>SAME CASE - TOWER II - 1287.558; ALL WORK<br>ON MOTIONS PRE-APPROVED BY SHERILYN<br>BRYDON OF ESIS). | 0.40  | 74.00  | 3209 |

|                               |       |           |
|-------------------------------|-------|-----------|
| For Current Services Rendered | 62.60 | 10,027.50 |
|-------------------------------|-------|-----------|

| Recapitulation     |              |              |             |              |
|--------------------|--------------|--------------|-------------|--------------|
| <u>Timekeeper</u>  | <u>Title</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
| Peter C. Brown     | PARTNER      | 3.40         | \$185.00    | \$629.00     |
| Jeffrey W. Saab    | PARTNER      | 5.50         | 185.00      | 1,017.50     |
| Jennifer Vela      | PARALEGAL    | 0.45         | 95.00       | 42.75        |
| Devin R. Gifford   | ASSOCIATE    | 32.25        | 165.00      | 5,321.25     |
| Crystal Williams   | PARALEGAL    | 6.40         | 95.00       | 608.00       |
| Cyrus S. Whittaker | ASSOCIATE    | 13.60        | 165.00      | 2,244.00     |
| Leesa S. Goodwin   | ASSOCIATE    | 1.00         | 165.00      | 165.00       |

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Expenses

|            |      |      |  |        |     |
|------------|------|------|--|--------|-----|
| 03/27/2019 | L100 | E101 | PHOTOCOPIES  | 0.15   | 268 |
| 04/01/2019 | L100 | E123 | OTHER PROFESSIONALS (8914) JOHN A. MARTIN & ASSOCIATES, INC. (PANORAMA TOWER LITIGATION) (INVOICE NO.: 19686)  | 375.00 | 269 |
| 04/01/2019 | L100 | E124 | ATTORNEY SERVICES (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021687 DELIVERY - WELLS FARGO TOWER 17TH FLOOR, LAS VEGAS NV / SERVICES PROVIDED ON 03/06/2019)            | 21.76  | 270 |
| 04/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021687 LETTER AND PROPOSED ORDER TO DEPT. 22 EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 03/07/2019) | 2.88   | 271 |
| 04/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021946 COURTESY BINDER TO DEPT. 22 - EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 03/19/2019)         | 2.88   | 272 |
| 04/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021946 COURTESY BINDER TO DEPT. 22 - EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 03/20/2019)         | 2.88   | 273 |
| 04/01/2019 | L100 | E112 | COURT FEES (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021946 FILING - EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 03/22/2019)                                 | 27.55  | 274 |
| 04/01/2019 | L100 | E112 | COURT FEES (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021946 STIPULATION AND ORDER FROM KEMP JONES / SERVICES PROVIDED ON 03/22/2019)                                   | 31.36  | 275 |
| 04/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004756946-260)   | 226.86 | 281 |
| 04/21/2019 | L100 | E101 | PHOTOCOPIES  | 3.20   | 277 |
| 04/22/2019 | L100 | E101 | PHOTOCOPIES  | 1.45   | 278 |
| 04/23/2019 | L100 | E109 | LOCAL TRAVEL (98153) DEVIN GIFFORD (TO AND FROM HEARING) (21 MILES AT 2019 IRS MILEAGE RATE OF \$0.58/MILE)  | 6.09   | 279 |
| 04/23/2019 | L100 | E124 | PARKING (98153) DEVIN GIFFORD  | 12.00  | 280 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004790734-260)   | 37.13  | 287 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004305064-260)   | 204.28 | 288 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004073790-260)   | 100.75 | 289 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004440016-260)   | 150.26 | 290 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE,  |        |     |



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|------------|------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|
|            |      |      | INC.- LOS ANGELES (INVOICE NO. 0004367830-260)                                                                                                                                                                                                                             | 49.50       | 291 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004096332-260)                                                                                                                                                                                 | 173.24      | 292 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004047252-260)                                                                                                                                                                                 | 298.76      | 293 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004723666-260)                                                                                                                                                                                 | 247.50      | 294 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0003997322-260)                                                                                                                                                                                 | 330.50      | 295 |
| 05/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004022634-260)                                                                                                                                                                                 | 222.75      | 296 |
| 05/06/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 0.60        | 282 |
| 05/13/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 0.05        | 283 |
| 05/15/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 0.35        | 284 |
| 05/20/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 0.30        | 285 |
| 05/22/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 1.75        | 286 |
| 05/28/2019 | L100 | E112 | ODYSSEY (NOTICE OF ENTRY OF ORDER AS TO PLAINTIFF'S COUNTER-DEFENDANTS' MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202L FILED FEBRUARY 11, 2019 AND DEFENDANT'S COUNTER-CLAIMANT'S CONDITIONAL COUNTER-MOTION FOR RELIEF PURSUANT TO NRS 40.695(2) FILED MARCH 1, 2019 | 3.50        | 297 |
| 05/29/2019 | L100 | E112 | ODYSSEY (PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS)                                                                                                                                                                                                       | 3.50        | 298 |
| 05/29/2019 | L100 | E112 | ODYSSEY (NOTICE OF ERRATA TO PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS)                                                                                                                                                                                   | 3.50        | 299 |
| 06/03/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 15.00       | 300 |
| 06/05/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 25.30       | 301 |
| 06/08/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 49.70       | 302 |
| 06/11/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 18.70       | 303 |
| 06/13/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                                                                                                                | 44.60       | 304 |
|            |      |      | Total Expenses                                                                                                                                                                                                                                                             | 2,695.58    |     |
|            |      |      | Total Current Work                                                                                                                                                                                                                                                         | 12,723.08   |     |
|            |      |      | Previous Balance before Adjustments                                                                                                                                                                                                                                        | \$46,088.25 |     |
| 04/09/2019 |      |      | WRITE-OFF (DMC)                                                                                                                                                                                                                                                            | -230.05     |     |
| 04/09/2019 |      |      | WRITE-OFF (DMC)                                                                                                                                                                                                                                                            | -462.46     |     |
| 06/11/2019 |      |      | WRITE-OFF (DMC)                                                                                                                                                                                                                                                            | -1,941.09   |     |
|            |      |      | Previous Balance                                                                                                                                                                                                                                                           | \$35,340.65 |     |

Payments

04/09/2019 PAYMENT RECEIVED - THANK YOU (ESIS CK #FA

## CHUBB INSURANCE

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 June 15, 2019  
 Account No: 1287-5511M  
 Statement No: 18

Panorama Tower I  
 48062208278589-A  
 PANORAMA TOWER I  
 ~~~SEE NOTES~~~

|            |   |                    |   |
|------------|---|--------------------|---|
| 06/10/2019 | 78648592 / STMT #15)                      | -7,363.09          | 8 |
|            | PAYMENT RECEIVED - THANK YOU (ESIS CK #FA |                    |   |
|            | 78651107 / STMT #16)                      | -14,988.30         | 9 |
|            | Total Payments                            | -22,351.39         |   |
|            | Balance Due                               | <u>\$41,940.34</u> |   |

| Aged Due Amounts |       |           |        |         |      |  |
|------------------|-------|-----------|--------|---------|------|--|
| 0-30             | 31-60 | 61-90     | 91-120 | 121-180 | 181+ |  |
| 20,837.08        | 0.00  | 21,103.26 | 0.00   | 0.00    | 0.00 |  |

| Split Billing Summary                     |                  |                 |             |                  |
|---|------------------|-----------------|-------------|------------------|
|   | Fees             | Expenses        | Advances    | Total            |
| CHUBB INSURANCE - Panorama Tower I        | 5,262.75         | 717.11          | 0.00        | 5,979.86         |
| ESIS Dallas AGL Claims (2) - Panorama Tow | 5,262.75         | 717.06          | 0.00        | 5,979.81         |
|   | <u>10,525.50</u> | <u>1,434.17</u> | <u>0.00</u> | <u>11,959.67</u> |

| Task Code Summary |   |  | Fees            | Expenses        |
|-------------------|---|--|-----------------|-----------------|
| L100              | CASE ASSESSMENT, DEVELOPMENT AND ADMINISTRATION     |  | 0.00            | 2695.58         |
| L120              | ANALYSIS/STRATEGY                                   |  | 1751.50         | 0.00            |
| L160              | SETTLEMENT/NON-BINDING ADR                          |  | 37.00           | 0.00            |
| L190              | OTHER CASE ASSESSMENT, DEVELOPMENT & ADMINISTRATION |  | 27.75           | 0.00            |
| L100              | CASE ASSESSMENT, DEVELOPMENT AND ADMINISTRATION     |  | <u>1,816.25</u> | <u>2,695.58</u> |
| L230              | COURT MANDATED CONFERENCES                          |  | 507.25          | 0.00            |
| L240              | DISPOSITIVE MOTIONS                                 |  | 388.50          | 0.00            |
| L250              | OTHER WRITTEN MOTIONS AND SUBMISSIONS               |  | <u>14632.50</u> | <u>0.00</u>     |
| L200              | PRE-TRIAL PLEADINGS AND MOTIONS                     |  | 15,528.25       | 0.00            |
| L320              | DOCUMENT PRODUCTION                                 |  | 99.75           | 0.00            |
| L340              | EXPERT DISCOVERY                                    |  | 148.50          | 0.00            |
| L390              | OTHER DISCOVERY                                     |  | 9.25            | 0.00            |
| L300              | DISCOVERY   |  | <u>257.50</u>   | <u>0.00</u>     |
| L430              | WRITTEN MOTIONS AND SUBMISSIONS                     |  | 374.50          | 0.00            |
| L460              | POST-TRIAL MOTIONS AND SUBMISSIONS                  |  | <u>165.00</u>   | <u>0.00</u>     |
| L400              | TRIAL PREPARATION AND TRIAL                         |  | 539.50          | 0.00            |

NOTE: Please include Bremer, Whyte, Brown & O'Meara account number on all payments.

BREMER, WHYTE, BROWN & O'MEARA, LLP  
20320 S.W. BIRCH STREET  
SECOND FLOOR  
NEWPORT BEACH, CA 92660  
(949) 221-1000

TAX ID # 33-0747275

ESIS Dallas AGL Claims  
P.O. Box 5127  
Scranton, PA 18505  
USA

Attn: Sherilyn Brydon

Panorama Tower II  
5143220827859X-A  
PANORAMA TOWER II  
~~~SEE NOTES~~~

Page: 1  
June 15, 2019  
Account No: 1287-5581M  
Statement No: 16

Interim Statement

Fees

|            |     |      |      |                                                                                                                                                                                                                                                                                                                                      | Hours | Amount |      |
|------------|-----|------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
| 04/02/2019 | PCB | L390 | A107 | COMMUNICATE (OTHER OUTSIDE COUNSEL) WITH COUNSEL FOR THE HOA (VIA EMAIL AND PHONE CALL) RE: DISCUSSION OF THE OUTSTANDING ISSUES OVER DOCUMENTS THAT WERE TO BE PRODUCED FOLLOWING THE LAST SPECIAL MASTER HEARING (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II).                                   | 0.05  | 9.25   | 2591 |
| 04/15/2019 | JBV | L320 | A104 | REVIEW/ANALYZE DEFENDANT'S FIRST PRODUCTION OF DOCUMENTS, RE: THE DISCLOSURE OF SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS WELL AS COMMUNICATIONS CONCERNING UNIT 300, IN PREPARATION FOR OBTAINING TO PROVIDE ATTORNEY FOR ANALYSIS ().                                                          | 0.05  | 4.75   | 2592 |
| 04/18/2019 | DRG | L120 | A104 | REVIEW/ANALYZE CORRESPONDENCE WITH OPPOSING COUNSEL, RE: DRONE PHOTOS, IN ORDER TO EVALUATE SCOPE OF PHOTOS (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                  | 0.05  | 8.25   | 2593 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE MOTION FOR SUMMARY JUDGMENT, RE: STATUTE OF REPOSE UNDER 11.202, ANALYZED ARGUMENTS IN FAVOR OF CLIENT'S POSITION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II |       |        |      |

Panorama Tower II  
5143220827859X-A  
PANORAMA TOWER II  
~~~SEE NOTES~~~

|     |      |      |  | Hours | Amount |      |
|-----|------|------|--|-------|--------|------|
|     |      |      | CASE PER ADJUSTER)   | 0.40  | 66.00  | 2600 |
| DRG | L250 | A104 | REVIEW/ANALYZE WOOD V SAFEWAY NEVADA SUPREME COURT CASE, RE: NRCP 56 AND STANDARD FOR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   |       |        |      |
|     |      |      |  | 0.20  | 33.00  | 2601 |
| DRG | L250 | A104 | REVIEW/ANALYZE VOLPERT V PAPAGNA NEVADA SUPREME COURT CASE, RE: NRCP 56 AND STANDARD FOR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  |       |        |      |
|     |      |      |  | 0.15  | 24.75  | 2602 |
| DRG | L250 | A104 | REVIEW/ANALYZE DYKEMA V. DEL WEBB COMMUNITIES NEVADA SUPREME COURT CASE AND SHEPARDIZE CASES, RE: COURT CASE REGARDING TOLLING AND STATUTE OF REPOSE PERIOD, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                           |       |        |      |
|     |      |      |  | 0.20  | 33.00  | 2603 |
| DRG | L250 | A104 | REVIEW/ANALYZE ALLSTATE INS. CO V. FERGUSON, NEVADA SUPREME COURT CASE, RE: STANDARD FOR STATUTES OF REPOSE AND CLARIFICATION OF DISTINCTION WITH THOSE VERSUS STATUTES OF LIMITATION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) |       |        |      |
|     |      |      |  | 0.15  | 24.75  | 2604 |
| DRG | L250 | A104 | REVIEW/ANALYZE NRS 11.202, RE: TOLLING BASED UPON SUBSTANTIAL COMPLETION OF THE PROJECT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING  |       |        |      |

Panorama Tower II  
5143220827859X-A  
PANORAMA TOWER II  
~~~SEE NOTES~~~

|     |      |      |  |                                                                                                                                                                                                                                                                                                                          | Hours | Amount |      |
|-----|------|------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|     |      |      |  | HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                           | 0.10  | 16.50  | 2605 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE NRS 11.2055, RE: SUBSTANTIAL COMPLETION OF THE PROJECT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                             | 0.10  | 16.50  | 2606 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE NRS 40.645, RE: CHAPTER 40 NOTICE REQUIREMENTS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                     | 0.10  | 16.50  | 2607 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE NRS 40.695, RE: CHAPTER 40 NOTICE REQUIREMENTS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                     | 0.10  | 16.50  | 2608 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE CERTIFICATE OF OCCUPANCY FOR TOWER I, RE: SUBSTANTIAL COMPLETION UNDER NRS 11.202, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.05  | 8.25   | 2609 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE CERTIFICATE OF OCCUPANCY FOR TOWER II, RE: SUBSTANTIAL COMPLETION UNDER NRS 11.202, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.05  | 8.25   | 2610 |

Panorama Tower II  
5143220827859X-A  
PANORAMA TOWER II  
~~~SEE NOTES~~~

|     |      |      |  | Hours | Amount |      |
|-----|------|------|--|-------|--------|------|
| DRG | L250 | A104 | REVIEW/ANALYZE CLARK COUNTY RECORDERS' OFFICE OF RECORDS, RE: NOTICES OF COMPLETION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.20  | 33.00  | 2611 |
| DRG | L250 | A104 | REVIEW/ANALYZE ASSOCIATION'S INITIAL CHAPTER 40 NOTICE, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.15  | 24.75  | 2612 |
| DRG | L250 | A104 | REVIEW/ANALYZE ASSOCIATION'S AMENDED CHAPTER 40 NOTICE, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.20  | 33.00  | 2613 |
| DRG | L250 | A104 | REVIEW/ANALYZE CITY COUNCIL OF RENO V RENO NEWSPAPERS, NEVADA SUPREME COURT CASE AND SHEPARDIZED CASES, RE: COURT CASE STATUTORY INTERPRETATION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)             | 0.10  | 16.50  | 2614 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE ASSOCIATION'S ANSWER TO COMPLAINT AND COUNTERCLAIMS, RE: ARGUMENTS PRESENTED, RELATION TO DECLARATORY RELIEF ACTION AND CAUSES OF ACTION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.20  | 33.00  | 2615 |
| DRG | L250 | A104 | REVIEW/ANALYZE ASSOCIATION'S   |       |        |      |

Panorama Tower II  
5143220827859X-A  
PANORAMA TOWER II  
~~~SEE NOTES~~~

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |      |      | Hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Amount |       |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|------|
| OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT REGARDING THE AMENDED CHAPTER 40 NOTICE, RE: EXHIBIT E TO OUR CURRENT MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, IN ORDER TO EVALUATE THEIR ARGUMENTS, USE THOSE ARGUMENTS AND STATEMENTS AGAINST THEM AS JUDICIAL ADMISSIONS, TO HIGHLIGHT THAT FOR THE COURT DURING AND IN PREPARATION FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) |     |      |      | 0.65                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 107.25 | 2616  |      |
| 04/19/2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DRG | L250 | A104 | REVIEW/ANALYZE D.R. HORTON V EIGHTH JUDICIAL DISTRICT COURT (FIRST LIGHT) NEVADA SUPREME COURT CASE AND SHEPARDIZED CASES, RE: ENACTMENT OF AB 125, EVOLUTION OF CHAPTER 40, NRS 40.600 ET SEQ., TO USE THOSE ARGUMENTS IN OUR FAVOR, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                           | 0.55   | 90.75 | 2617 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DRG | L250 | A104 | REVIEW/ANALYZE BANEGAS V. STATE INDUSTRIAL INSURANCE SYSTEM, NEVADA SUPREME COURT CASE AND SHEPARDIZED CASES, CASE CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE AMENDED CHAPTER 40 NOTICE, RE: NEVADA'S ADOPTION OF STATUTORY INTERPRETATION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.30   | 49.50 | 2618 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DRG | L250 | A104 | REVIEW/ANALYZE SENATE BILL 241 HEARING TRANSCRIPT, AS ENROLLED ON MAY 28, 2003, AMENDING NRS 40.645, RE: NOTICE OF DEFECTS AND WHEN REQUIRED, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR                                                                                                                                                                                                                                                                                                           |        |       |      |

Panorama Tower II  
 5143220827859X-A  
 PANORAMA TOWER II  
 ~~~SEE NOTES~~~

|     |      |      |   | Hours | Amount |      |
|-----|------|------|---|-------|--------|------|
|     |      |      | UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.30  | 49.50  | 2619 |
| DRG | L250 | A104 | REVIEW/ANALYZE CASE MANAGEMENT ORDER OF DATES AND DEADLINES FOR PLEADINGS AND OTHER DISCOVERY, IN ORDER TO CHALLENGE THE ASSOCIATION'S ARGUMENTS THAT THEY HAVE ACTED DILIGENTLY FROM THE OUTSET OF LITIGATION, AS THEY CONTEND, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                          | 0.15  | 24.75  | 2620 |
| DRG | L250 | A104 | REVIEW/ANALYZE ALL CORRESPONDENCE TO AND FROM OPPOSING COUNSEL, IN THIS MATTER SINCE THE LITIGATION COMMENCED, IN ORDER TO CHALLENGE THE ASSOCIATION'S ARGUMENTS THAT THEY HAVE ACTED DILIGENTLY FROM THE OUTSET OF LITIGATION AS THEY CONTEND, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)           | 0.55  | 90.75  | 2621 |
| DRG | L250 | A104 | REVIEW/ANALYZE HEARING TRANSCRIPT FROM OCTOBER 2, 2018, (APPROX. 92 PAGES), RE; MOTION FOR SUMMARY JUDGMENT ON AMENDED CH 40 NOTICE, ANALYZED PARTIES' ARGUMENTS AND THE COURT'S POSITION ON THOSE ARGUMENTS, IN ORDER TO UTILIZE THE COURT'S ARGUMENTS DURING UPCOMING HEARING AND IN PREPARATION FOR THAT HEARING, ON OUR MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.90  | 148.50 | 2622 |
| DRG | L250 | A104 | REVIEW/ANALYZE COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW, RE: OCTOBER 2, 2018 HEARING, RE; MOTION FOR   |       |        |      |



Panorama Tower II  
 5143220827859X-A  
 PANORAMA TOWER II  
 ~~~SEE NOTES~~~

|            |     |      |      | Hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Amount |        |      |
|------------|-----|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|------|
|            |     |      |      | SUMMARY JUDGMENT ON AMENDED CH 40 NOTICE, ANALYZED THE COURT'S POSITION ON THE ARGUMENTS RAISED, FACTS AND LAW, IN ORDER TO UTILIZE THE COURT'S ARGUMENTS DURING UPCOMING HEARING AND IN PREPARATION FOR THAT HEARING, ON OUR MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                           | 0.25   | 41.25  | 2623 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE HEARING TRANSCRIPT FROM FEBRUARY 7, 2017 HEARING IN THE SKY CASE, RE; MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, ANALYZED PARTIES' ARGUMENTS AND THE COURT'S POSITION ON THOSE ARGUMENTS, IN ORDER TO UTILIZE THE COURT'S ARGUMENTS DURING UPCOMING HEARING AND IN PREPARATION FOR THAT HEARING, ON OUR MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                           | 0.65   | 107.25 | 2624 |
| 04/20/2019 | DRG | L250 | A104 | REVIEW/ANALYZE COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW, RE: FEBRUARY 7, 2017 HEARING IN THE SKY CASE, RE; MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE, ANALYZED THE COURT'S POSITION ON THE ARGUMENTS RAISED, FACTS AND LAW, IN ORDER TO UTILIZE THE COURT'S ARGUMENTS DURING UPCOMING HEARING AND IN PREPARATION FOR THAT HEARING, ON OUR MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.45   | 74.25  | 2625 |
|            | DRG | L250 | A104 | REVIEW/ANALYZE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, IN ORDER TO EVALUATE THEIR ARGUMENTS, USE THOSE ARGUMENTS AND STATEMENTS AGAINST THEM AS JUDICIAL ADMISSIONS, TO HIGHLIGHT THAT FOR THE COURT DURING AND IN PREPARATION FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY                                                                                                                                                                                 |        |        |      |

Panorama Tower II  
 5143220827859X-A  
 PANORAMA TOWER II  
 ~~~SEE NOTES~~~

|     |      |      |  |  | Hours | Amount |      |
|-----|------|------|--|--|-------|--------|------|
|     |      |      |  | JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.80  | 132.00 | 2626 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE COURT ORDERED STAY OF LITIGATION, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  |       |        |      |
| DRG | L250 | A104 |  | REVIEW/ANALYZE THE BUILDERS' FIRST MOTION FOR SUMMARY JUDGMENT ON THE ORIGINAL CHAPTER 40 NOTICE, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.10  | 16.50  | 2627 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE THE BUILDERS' COMPLAINT FOR DECLARATORY RELIEF, ARGUMENTS AND CAUSES OF ACTION, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)    | 0.30  | 49.50  | 2628 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE THE BUILDERS' MOTION FOR DECLARATORY RELIEF ON STANDING, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS  | 0.30  | 49.50  | 2629 |

Panorama Tower II  
 5143220827859X-A  
 PANORAMA TOWER II  
 ~~~SEE NOTES~~~

|     |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Hours | Amount |      |
|-----|------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|     |      |      | OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                    | 0.10  | 16.50  | 2630 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE BUILDERS' MOTION FOR DECLARATORY RELIEF ON STANDING, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                    | 0.20  | 33.00  | 2631 |
| DRG | L250 | A104 | REVIEW/ANALYZE THE BUILDERS' MOTION FOR RECONSIDERATION OF THE COURT'S RULING ON THE BUILDERS' MOTION FOR SUMMARY JUDGMENT ON THE ASSOCIATION'S AMENDED CHAPTER 40 NOTICE, IN ORDER TO EVALUATE THE CORRECTNESS OF STATEMENTS THE ASSOCIATION HAS MADE IN ITS TIMELINE OF LITIGATION EVENTS IN ITS OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP ARGUMENTS FOR THE UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.15  | 24.75  | 2632 |
| DRG | L250 | A104 | REVIEW/ANALYZE BULBMAN INC V. NEVADA BELL NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                          | 0.20  | 33.00  | 2633 |
| DRG | L250 | A104 | REVIEW/ANALYZE POSADAS V CITY OF RENO,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |        |      |

Panorama Tower II  
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 PANORAMA TOWER II  
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|     |      |      | NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.15  | 24.75  | 2634 |
| DRG | L250 | A104 | REVIEW/ANALYZE WINN V. SUNRISE HOSPITAL & MEDICAL CENTER NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.15  | 24.75  | 2635 |
| DRG | L250 | A104 | REVIEW/ANALYZE SHORT HOTEL RIVIERA, INC., NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                | 0.25  | 41.25  | 2636 |
| DRG | L250 | A104 | REVIEW/ANALYZE SAWYER V. SUGARLESS SHOPS, INC. NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19)   |       |        |      |

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|            |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Hours                                                                                                               | Amount |      |
|------------|------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------|------|
|            |      |      | (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.20                                                                                                                | 33.00  | 2637 |
| DRG        | L250 | A104 | REVIEW/ANALYZE SARTOR V ARKANSAS GAS CORP., U.S. SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: STANDARD FOR SUMMARY JUDGMENT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                       |                                                                                                                     |        |      |
|            |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.20                                                                                                                | 33.00  | 2638 |
| DRG        | L250 | A104 | REVIEW/ANALYZE NEVADA STATE BANK V JAMISON, NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: APPLICABILITY OF RELATION-BACK DOCTRINE TO COMPULSORY COUNTERCLAIMS, WHICH SPECIFICALLY RELATES TO ONE OF THE ASSOCIATION'S STRONGEST ARGUMENTS IN ITS OPPOSITION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) |                                                                                                                     |        |      |
|            |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.60                                                                                                                | 99.00  | 2639 |
| DRG        | L250 | A104 | REVIEW/ANALYZE G AND H ASSOCIATES CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION TO OUR MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: APPLICABILITY OF TOLLING THE GRACE PERIOD IRRESPECTIVE OF WHETHER THAT GRACE PERIOD OVERLAPS WITH THE STATUTE OF REPOSE PERIOD , IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                  |                                                                                                                     |        |      |
|            |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.30                                                                                                                | 49.50  | 2640 |
| 04/21/2019 | DRG  | L250 | A104                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | REVIEW/ANALYZE ALSENZ V. TWIN LAKES VILLAGE, NEVADA SUPREME COURT CASE, AS CITED TO IN THE ASSOCIATION'S OPPOSITION |        |      |

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 PANORAMA TOWER II  
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|     |      |      | TO OUR MOTION FOR SUMMARY JUDGMENT<br>ON THE STATUTE OF REPOSE, RE:<br>APPLICABILITY OF TOLLING THE GRACE<br>PERIOD IRRESPECTIVE OF WHETHER THAT<br>GRACE PERIOD OVERLAPS WITH THE<br>STATUTE OF REPOSE PERIOD , IN ORDER TO<br>DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER)   | 0.25  | 41.25  | 2641 |
| DRG | L250 | A104 | REVIEW/ANALYZE LOPEZ V US HOME<br>CORPORATION CASE, AS CITED TO IN THE<br>ASSOCIATION'S OPPOSITION TO OUR MOTION<br>FOR SUMMARY JUDGMENT ON THE STATUTE<br>OF REPOSE, RE: APPLICABILITY OF TOLLING<br>THE GRACE PERIOD IRRESPECTIVE OF<br>WHETHER THAT GRACE PERIOD OVERLAPS<br>WITH THE STATUTE OF REPOSE PERIOD, IN<br>ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)<br>(SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.40  | 66.00  | 2642 |
| DRG | L250 | A104 | REVIEW/ANALYZE FOSTER V GREYSTONE<br>CASE AND COURT'S RULING ON SAME IN ITS<br>ORIGINAL ORDER, APPLICABILITY OF TOLLING<br>THE GRACE PERIOD AND INABILITY TO DO SO<br>ONCE STATUTE OF REPOSE HAS EXPIRED, IN<br>ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)<br>(SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.35  | 57.75  | 2643 |
| DRG | L250 | A104 | REVIEW/ANALYZE DESERT FIREPLACES PLUS<br>INC V. EIGHTH JUDICIAL DISTRICT COURT<br>CASE, APPLICABILITY OF TOLLING THE GRACE<br>PERIOD AND INABILITY TO DO SO ONCE<br>STATUTE OF REPOSE HAS EXPIRED, IN<br>ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)  |       |        |      |

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PANORAMA TOWER II  
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|     |      |      |                                                                                                                                                                                                                                                                                                                                                                                         | Hours | Amount |      |
|-----|------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|     |      |      | (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                                                                 | 0.15  | 24.75  | 2644 |
| DRG | L250 | A104 | REVIEW/ANALYZE BOURNE VALLEY COURT TRUST V WELLS FARGO BANK CASE, CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.15  | 24.75  | 2645 |
| DRG | L250 | A104 | REVIEW/ANALYZE YATES V. WASHOE COUNTY SCHOOL DIST. CASE, CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)           | 0.15  | 24.75  | 2646 |
| DRG | L250 | A104 | REVIEW/ANALYZE KIRKPATRICK V. LENOIR COUNTY BD. OF EDUCATION CASE, CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.20  | 33.00  | 2647 |
| DRG | L250 | A104 | REVIEW/ANALYZE NRCP 13(A), CITED TO IN ASSOCIATION'S OPPOSITION TO OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                         | 0.10  | 16.50  | 2648 |
| DRG | L250 | A104 | REVIEW/ANALYZE AFFIDAVIT OF ASSOCIATION'S EXPERT, OMAR HINDIYEH, AS RAISED IN THE ASSOCIATION'S OPPOSITION                                                                                                                                                                                                                                                                              |       |        |      |

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|-----|------|------|--|--|-------|--------|------|
|     |      |      |  | TO OUR MOTION, RE: IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.15  | 24.75  | 2649 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE (BEGIN) REPLY IN SUPPORT OF OUT MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: ANALYZED ARGUMENTS PRESENTED IN REPLY, IN RESPONSE TO THE ASSOCIATION'S ARGUMENTS IN ITS OPPOSITION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)    | 0.60  | 99.00  | 2650 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE (CONTINUE) REPLY IN SUPPORT OF OUT MOTION FOR SUMMARY JUDGMENT ON THE STATUTE OF REPOSE, RE: ANALYZED ARGUMENTS PRESENTED IN REPLY, IN RESPONSE TO THE ASSOCIATION'S ARGUMENTS IN ITS OPPOSITION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.55  | 90.75  | 2651 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE NRS 108.228, RE: NOTICE OF COMPLETION FOR A PROJECT, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.10  | 16.50  | 2652 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE CLAY V EIGHTH JUDICIAL DISTRICT COURT CASE, RE: CITED TO IN OUR MOTION FOR SUMMARY JUDGMENT, RE: STATUTORY INTERPRETATION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER,   |       |        |      |



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|            |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Hours | Amount |      |
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|            |      |      | SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                                                                                                                     | 0.10  | 16.50  | 2653 |
| DRG        | L250 | A104 | REVIEW/ANALYZE BYRNE ORDER FROM JUDGE SCOTTI ON THE MOTION FOR SUMMARY JUDGMENT IN THAT CASE REGARDING THE STATUTE OF REPOSE, RE: ANALYZED JUDGE SCOTT'S ARGUMENTS AS THEY RELATE TO STATUTES OF REPOSE, TOLLING AND SERVICE OF CHAPTER 40 NOTICE, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.35  | 57.75  | 2654 |
| DRG        | L250 | A104 | REVIEW/ANALYZE MENDENHALL V. TASSINARI CASE, CITED TO IN OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                    | 0.15  | 24.75  | 2655 |
| 04/22/2019 | JWS  | L430 | A101 PLAN AND PREPARE FOR (CONTINUE) HEARING ON CLIENT'S MOTION FOR SUMMARY JUDGMENT, INCLUDING, IS NEEDED ORAL MOTION TO STAY/WRIT OF MANDAMUS ON STATUTE OF LIMITATIONS ISSUE. PER ADJUSTER, TIME TO BE SPLIT WITH TOWER TWO CASE.                                                                                                                                                                                                                                     | 0.90  | 166.50 | 2594 |
| DRG        | L250 | A104 | REVIEW/ANALYZE BOCA PARK MARKETPLACE SYNDICATIONS CASE, CITED TO IN OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                         | 0.20  | 33.00  | 2656 |
| DRG        | L250 | A104 | REVIEW/ANALYZE IN RE PEGASUS GOLD CORP. CASE, CITED TO IN OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP                                                                                                                                                                                                                                                                                                                                     |       |        |      |

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|     |      |      |  | AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)   | 0.15  | 24.75  | 2657 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE POCHIRO V. PRUDENTIAL INS. CO OF AMERICA CASE, CITED TO IN OUR MOTION, RELATION-BACK OF COMPULSORY COUNTERCLAIMS, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.15  | 24.75  | 2658 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE THE ASSOCIATION'S CONDITIONAL COUNTERMOTION FOR NRS 40.695(2) RELIEF, RE: ANALYZED ARGUMENTS PRESENTED IN COUNTERMOTION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)                                 | 0.10  | 16.50  | 2659 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE OUR OPPOSITION TO THE ASSOCIATION'S CONDITIONAL COUNTERMOTION FOR NRS 40.695(2) RELIEF, RE: ANALYZED ARGUMENTS PRESENTED IN OPPOSITION TO COUNTERMOTION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER) | 0.15  | 24.75  | 2660 |
| DRG | L250 | A104 |  | REVIEW/ANALYZE ASSOCIATION'S REPLY IN SUPPORT OF CONDITIONAL COUNTERMOTION FOR NRS 40.695(2) RELIEF, RE: ANALYZED ARGUMENTS PRESENTED IN REPLY TO COUNTERMOTION, IN ORDER TO DEVELOP AND OUTLINE ARGUMENTS FOR UPCOMING HEARING ON MOTION FOR SUMMARY JUDGMENT ON STATUTE OF REPOSE (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)        |       |        |      |

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|-----|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|     |      |      | CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.20  | 33.00  | 2661 |
| DRG | L250 | A104 | REVIEW/ANALYZE EXHIBITS, INCLUDING<br>CORRESPONDENCE, EMAILS AND LETTERS IN<br>SUPPORT OF ASSOCIATION'S REPLY TO ITS<br>CONDITIONAL COUNTERMOTION FOR NRS<br>40.695(2) RELIEF, (APPROX. 50 PAGES), RE:<br>ANALYZED DOCUMENTS PRESENTED, TO<br>COUNTER THE ARGUMENTS MADE, IN ORDER<br>TO DEVELOP AND OUTLINE ARGUMENTS FOR<br>UPCOMING HEARING ON MOTION FOR<br>SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER) |       |        |      |
|     |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.55  | 90.75  | 2662 |
| DRG | L250 | A104 | REVIEW/ANALYZE BUILDING INSPECTION<br>HISTORY FOR THE TWO TOWERS, RE:<br>CONFIRMATION OF FINAL BUILDING<br>INSPECTION DATES, TO COUNTER ANY<br>ARGUMENTS THAT SUBSTANTIAL<br>COMPLETION DID NOT OCCUR UNTIL YEARS<br>AFTER, IN ORDER TO DEVELOP AND OUTLINE<br>ARGUMENTS FOR UPCOMING HEARING ON<br>MOTION FOR SUMMARY JUDGMENT ON<br>STATUTE OF REPOSE (MOTION APPROVED BY<br>ADJUSTER, SHERILYN BRYDON, ON 1.24.19)<br>(SPLIT WITH TOWER II CASE PER ADJUSTER)                                                  |       |        |      |
|     |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.20  | 33.00  | 2663 |
| DRG | L250 | A103 | DRAFT/REVISE (BEGIN) OUTLINE OF<br>ARGUMENTS TO PRESENT AT THE UPCOMING<br>HEARING ON OUR MOTION FOR SUMMARY<br>JUDGMENT ON THE STATUTE OF REPOSE<br>(MOTION APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER)                                                                                                                                                                                                                                                     |       |        |      |
|     |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.70  | 115.50 | 2664 |
| DRG | L250 | A103 | DRAFT/REVISE (CONTINUE) OUTLINE OF<br>ARGUMENTS TO PRESENT AT THE UPCOMING<br>HEARING ON OUR MOTION FOR SUMMARY<br>JUDGMENT ON THE STATUTE OF REPOSE<br>(MOTION APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER)                                                                                                                                                                                                                                                  |       |        |      |
|     |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.60  | 99.00  | 2665 |
| DRG | L250 | A101 | PLAN AND PREPARE FOR (BEGIN) UPCOMING<br>HEARING ON MOTION FOR SUMMARY<br>JUDGMENT, PRACTICED OUTLINE OF<br>ARGUMENTS, INCLUDING THOSE FOR OUR<br>MOTION AND OUR REBUTTAL TO ARGUMENTS<br>PRESENTED BY THE ASSOCIATION IN ITS<br>MOVING PAPERS, PRACTICED AND                                                                                                                                                                                                                                                     |       |        |      |

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|            |     |      |      | MEMORIZED THE ARGUMENTS, CASES IN OUR FAVOR, AND ARGUMENTS AGAINST APPLICABILITY OF CASES NOT IN OUR FAVOR, MEMORIZED AND PRACTICED ARGUMENTS RELATED TO THE COURT'S PRIOR RULINGS AND OTHER COURTS' PRIOR RULINGS ON THIS ISSUE. (MOTION APPROVED BY ADJUSTER, SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH TOWER II CASE PER ADJUSTER)          | 0.85  | 140.25 | 2666 |
|            | JWS | L240 | A101 | PLAN AND PREPARE FOR (BEGIN) ORAL ARGUMENT, CLIENTS MOTION FOR SUMMARY JUDGMENT, REVIEW OF ARGUMENTS/CASES CITED TO ASSIT WITH ORAL ARGUMENT.   | 1.20  | 222.00 | 2671 |
| 04/23/2019 | JWS | L120 | A101 | PLAN AND PREPARE FOR (FINALIZE) HEARING ON CLIENT'S MOTION FOR SUMMARY JUDGMENT. REVIEW/OUTLINE OF REPLY/CONDITIONAL COUNTER MOTION/OBJECTION. TIME TO BE SPLIT WITH TOWER II CASE.   | 0.85  | 157.25 | 2595 |
|            | JWS | L230 | A109 | APPEAR FOR/ATTEND HEARING/ORAL ARGUMENT ON CLIENT'S MOTION FOR SUMMARY JUDGMENT/HOA'S COUNTER MOTION. NO TRAVEL TIME IN ENTRY.  | 1.85  | 342.25 | 2596 |
|            | JBV | L320 | A103 | DRAFT/REVISE EMAIL CORRESPONDENCE TO LITIGATION SERVICES-DEPOSITORY, RE: REQUEST FOR ACCESS TO ONLINE DEPOSITORY, IN ORDER TO OBTAIN DOCUMENTATION DISCLOSED ON BEHALF OF DEFENDANTS  | 0.05  | 4.75   | 2597 |
|            | JBV | L320 | A104 | REVIEW/ANALYZE RESPONSE EMAIL CORRESPONDENCE FROM LITIGATION SERVICES-DEPOSITORY, RE: ACCESS TO ONLINE DEPOSITORY AND STATUS OF DOCUMENTATION DISCLOSED ON BEHALF OF DEFENDANTS, IN PREPARATION FOR PROVIDING ATTORNEY FOR ANALYSIS   | 0.05  | 4.75   | 2598 |
|            | JBV | L320 | A104 | REVIEW/ANALYZE DOCUMENTS DISCLOSED WITHIN DEFENDANTS' INITIAL PRODUCTION OF DOCUMENTS, RE: VERIFYING DOCUMENTS MATCH THOSE LISTED IN PLEADING SUCH AS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS FOR PANORAMA TOWERS AS WELL AS COMMUNICATIONS CONCERNING UNIT 300. IN |       |        |      |

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 ~~~SEE NOTES~~~

|            |      |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Hours | Amount |      |
|------------|------|------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|
|            |      |      |      | PREPARATION FOR PROVIDING ATTORNEY<br>FOR ANALYSIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.10  | 9.50   | 2599 |
| DRG        | L250 | A101 |      | PLAN AND PREPARE FOR (CONTINUE)<br>PRACTICED OUTLINE OF ARGUMENTS,<br>INCLUDING THOSE FOR OUR MOTION AND<br>OUR REBUTTAL TO ARGUMENTS PRESENTED<br>BY THE ASSOCIATION IN ITS MOVING PAPERS,<br>PRACTICED AND MEMORIZED THE<br>ARGUMENTS, CASES IN OUR FAVOR, AND<br>ARGUMENTS AGAINST APPLICABILITY OF<br>CASES NOT IN OUR FAVOR, MEMORIZED AND<br>PRACTICED ARGUMENTS RELATED TO THE<br>COURT'S PRIOR RULINGS AND OTHER<br>COURTS' PRIOR RULINGS ON THIS ISSUE.<br>(MOTION APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER) | 0.80  | 132.00 | 2667 |
| DRG        | L250 | A109 |      | APPEAR FOR/ATTEND TRAVEL TIME TO<br>HEARING ON MOTION FOR SUMMARY<br>JUDGMENT ON STATUTE OF REPOSE (MOTION<br>APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER) (BILLED AT 50%<br>HOURLY RATE)                                                                                                                                                                                                                                                                                                                                | 0.30  | 49.50  | 2668 |
| DRG        | L250 | A109 |      | APPEAR FOR/ATTEND HEARING ON MOTION<br>FOR SUMMARY JUDGMENT ON STATUTE OF<br>REPOSE (MOTION APPROVED BY ADJUSTER,<br>SHERILYN BRYDON, ON 1.24.19) (SPLIT WITH<br>TOWER II CASE PER ADJUSTER) (DRIVE TIME<br>NOT INCLUDED)                                                                                                                                                                                                                                                                                                                                                    | 1.95  | 321.75 | 2669 |
| DRG        | L250 | A109 |      | APPEAR FOR/ATTEND TRAVEL TIME FROM<br>HEARING ON MOTION FOR SUMMARY<br>JUDGMENT ON STATUTE OF REPOSE (MOTION<br>APPROVED BY ADJUSTER, SHERILYN<br>BRYDON, ON 1.24.19) (SPLIT WITH TOWER II<br>CASE PER ADJUSTER) (BILLED AT 50%<br>HOURLY RATE)                                                                                                                                                                                                                                                                                                                              | 0.20  | 33.00  | 2670 |
| 05/03/2019 | DRG  | L340 | A108 | COMMUNICATE (OTHER EXTERNAL)<br>TELEPHONE CALL WITH EXPERT, SIMON<br>LOADSMAN, RE: [REDACTED]<br>[REDACTED] (SPLIT<br>WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                                                                                                                                       | 0.25  | 41.25  | 2672 |
| 05/06/2019 | DRG  | L340 | A108 | COMMUNICATE (OTHER EXTERNAL) CONFER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |        |      |

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|   |     |      |      | Hours   | Amount |      |
|---|-----|------|------|---|--------|------|
| WITH EXPERT, FENESTRATION, SIMON<br>LOADSMAN, RE: [REDACTED]<br>[REDACTED] (SPLIT<br>WITH TOWER II CASE PER ADJUSTER) |     |      |      | 0.15  | 24.75  | 2673 |
| 05/10/2019  | PCB | L120 | A104 | REVIEW/ANALYZE LATEST FROM THE NEVADA<br>LEGISLATIVE SESSION, INCLUDING<br>PROPOSED AMENDMENTS TO CHAPTER 40<br>STATUTE, IN ORDER TO ASSESS POSSIBLE<br>IMPLICATIONS FOR AND IMPACT UPON THE<br>CASE OVERALL AND THE RECENT MOTION<br>FOR SUMMARY JUDGMENT FILED ON THE<br>STATUTE OF REPOSE (AS PER CARRIER<br>DIRECTIVE, TIME SPLIT WITH OTHER FILE IN<br>SAME CASE - TOWER I - 1287.551; ALL WORK<br>THAT IMPACTS MOTIONS THAT HAVE BEEN<br>FILED OR WHICH COULD BE FILED<br>PRE-APPROVED BY SHERILYN BRYDON OF<br>ESIS).  |        |      |
|   | PCB | L120 | A104 | 0.70  | 129.50 | 2589 |
|   |     |      |      | REVIEW/ANALYZE LATEST FROM THE NEVADA<br>LEGISLATIVE SESSION, INCLUDING<br>PROPOSED AMENDMENTS TO CHAPTER 40<br>STATUTE, IN ORDER TO ASSESS POSSIBLE<br>IMPLICATIONS FOR AND IMPACT UPON THE<br>CASE OVERALL AND THE RECENT MOTION<br>FOR SUMMARY JUDGMENT FILED ON THE<br>STATUTE OF REPOSE (AS PER CARRIER<br>DIRECTIVE, TIME SPLIT WITH OTHER FILE IN<br>SAME CASE - TOWER II - 1287.558; ALL WORK<br>THAT IMPACTS MOTIONS THAT HAVE BEEN<br>FILED OR WHICH COULD BE FILED<br>PRE-APPROVED BY SHERILYN BRYDON OF<br>ESIS). |        |      |
|   |     |      |      | 0.35  | 64.75  | 2677 |
| 05/13/2019  | DRG | L230 | A101 | PLAN AND PREPARE FOR UPCOMING SPECIAL<br>MASTER HEARING, RE: ANALYZED PRIOR<br>DISCOVERY REQUESTS AND THE<br>ASSOCIATION'S INITIAL RESPONSE TO SAME,<br>INCLUDING THE PROPOSED AMENDMENT TO<br>THE CC&R'S REFLECTING CHANGES AND<br>ANALYZED NOTES FROM PRIOR SPECIAL<br>MASTER HEARING AND DRAFTED NOTES TO<br>RAISE WITH SPECIAL MASTER AND OPPOSING<br>COUNSEL. (SPLIT WITH TOWER II CASE PER  |        |      |

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|            |     |      |      |                                                                                                                                                                                                                                                                                                                                           |               |                  |      |
|------------|-----|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|------|
|            |     |      |      | ADJUSTER)                                                                                                                                                                                                                                                                                                                                 | Hours<br>0.70 | Amount<br>115.50 | 2674 |
|            | DRG | L230 | A109 | APPEAR FOR/ATTEND SPECIAL MASTER HEARING (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                                                                          | 0.15          | 24.75            | 2675 |
|            | DRG | L230 | A103 | DRAFT/REVISE NOTES TO OUR FILE RE: DISCUSSION AND DATES PROPOSED BY SPECIAL MASTER HEARING. (SPLIT WITH TOWER II CASE PER ADJUSTER)                                                                                                                                                                                                       | 0.15          | 24.75            | 2676 |
| 05/14/2019 | DRG | L120 | A104 | REVIEW/ANALYZE SPECIAL MASTER ORDER REGARDING AMENDED CASE AGENDA AND POST-SPECIAL MASTER HEARING ORDER, RE: ANALYSIS OF SAME TO VERIFY THAT SAME REFLECTS THE AGREEMENTS AND UNDERSTANDING OF THE PARTIES AT YESTERDAY'S SPECIAL MASTER HEARING (SPLIT WITH TOWER II CASE PER ADJUSTER).                                                 | 0.15          | 24.75            | 2680 |
| 05/15/2019 | PCB | L190 | A107 | COMMUNICATE (OTHER OUTSIDE COUNSEL) WITH COVERAGE COUNSEL FOR SOMPO (JAN DUFFALO) VIA EMAILS (3) THROUGHOUT THE DAY RE: [REDACTED]<br>[REDACTED] (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER I - 1287.551).                                                                                                | 0.10          | 18.50            | 2590 |
|            | JBV | L320 | A104 | REVIEW/ANALYZE SPECIAL MASTER RECOMMENDATION AND DISTRICT COURT ORDER AMENDING CASE AGENDA DATED MAY 13, 2019, RE: DETERMINING DISCOVERY DEADLINES AND REQUIREMENTS WITHIN, IN PREPARATION FOR ENSURING CLIENT COMPLIES WITH ALL NEWLY INCLUDED INFORMATION (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE-TOWER II). | 0.10          | 9.50             | 2678 |
|            | PCB | L190 | A107 | COMMUNICATE (OTHER OUTSIDE COUNSEL) WITH COVERAGE COUNSEL FOR SOMPO (JAN DUFFALO) VIA EMAILS (3) THROUGHOUT THE DAY RE: DISCUSSION OF OVERALL CASE STATUS, [REDACTED]<br>[REDACTED] (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER II - 1287.558).                                                            | 0.05          | 9.25             | 2679 |
|            | DRG | L120 | A104 | REVIEW/ANALYZE CORRESPONDENCE FROM                                                                                                                                                                                                                                                                                                        |               |                  |      |

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|            |      |      |      |   | Hours | Amount |      |
|------------|------|------|------|---|-------|--------|------|
|            |      |      |      | JAN DUFFALO, REPRESENTATIVE FOR<br>SOMPO, RE: [REDACTED]<br>[REDACTED] E (SPLIT WITH TOWER II CASE PER<br>ADJUSTER)   | 0.05  | 8.25   | 2681 |
| DRG        | L120 | A104 |      | REVIEW/ANALYZE CASE AGENDA FROM THE<br>SPECIAL MASTER, RE: [REDACTED]<br>[REDACTED] STATUS UPDATE<br>(SPLIT WITH TOWER II CASE PER ADJUSTER)  | 0.10  | 16.50  | 2682 |
| DRG        | L120 | A103 |      | DRAFT/REVISE STATUS UPDATE TO JAN<br>DUFFALO, RE: [REDACTED]<br>[REDACTED] (SPLIT WITH TOWER II CASE PER<br>ADJUSTER)   | 0.10  | 16.50  | 2683 |
| 05/20/2019 | JBV  | L320 | A104 | REVIEW/ANALYZE SPECIAL MASTER<br>RECOMMENDATION AND AMENDING CASE<br>AGENDA DATED MAY 20, 2019, RE:<br>CONFIRMING ALL NEW DISCOVERY<br>DEADLINES AND REQUIREMENTS MATCH<br>THOSE LISTED IN RECENT<br>CORRESPONDENCE, IN PREPARATION FOR<br>ENSURING ALL ARE COMPLIED WITH ON<br>CLIENT'S BEHALF (AS PER CARRIER<br>DIRECTIVE, TIME SPLIT WITH OTHER FILE IN<br>SAME CASE-TOWER II).   | 0.10  | 9.50   | 2684 |
|            | DRG  | L120 | A104 | REVIEW/ANALYZE ANALYSIS OF STATE<br>SENATE LEGISLATURE DATABASE, VIDEO OF<br>SENATE JUDICIARY COMMITTEE HEARING,<br>AND FINDINGS FROM HEARING ON PROPOSED<br>ASSEMBLY BILL 421, ANALYSIS OF SAME TO<br>EVALUATE THE CURRENT STATUS OF THE<br>BILL AND PROGRESS TOWARD PASSAGE IN<br>THE SENATE, IN ORDER TO EVALUATE THE<br>POSSIBILITY OF THE BILL'S PASSAGE AND<br>THEREFORE THE POTENTIAL IMPACT ON OUR<br>CASE AND PENDING MOTION WORK (SPLIT<br>WITH TOWER II CASE PER ADJUSTER) | 0.85  | 140.25 | 2685 |
| 05/22/2019 | LSG  | L120 | A104 | REVIEW/ANALYZE (BEGIN) NEVADA<br>LEGISLATURE'S WEBSITE, RE: ASSEMBLY BILL<br>421, IN ORDER TO EVALUATE POTENTIAL<br>IMPACT ON CLIENT AND FUTURE HANDLING<br>OF CASE, IN PREPARATION FOR DRAFTING<br>MEMORANDUM TO FILE ANALYZING SAME<br>(SPLIT WITH TOWER 2 CASE PER ADJUSTER)   | 0.05  | 8.25   | 2686 |



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~~~SEE NOTES~~~

|            |     |      |      | Hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Amount |            |
|------------|-----|------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|
|            | LSG | L120 | A104 | REVIEW/ANALYZE (BEGIN) ASSEMBLY BILL 421, AMENDMENT NUMBER 640, PASSED ON APRIL 12, 2019 BY THE ASSEMBLY JUDICIARY, IN ORDER TO EVALUATE POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE, IN PREPARATION FOR DRAFTING MEMORANDUM TO FILE ANALYZING SAME (SPLIT WITH TOWER 2 CASE PER ADJUSTER)                                                                                                                                                                                                          | 0.45   | 74.25 2687 |
|            | LSG | L120 | A104 | REVIEW/ANALYZE (BEGIN) ASSEMBLY BILL 421, PASSED ON MAY 17, 2019 BY THE SENATE COMMITTEE JUDICIARY, IN ORDER TO EVALUATE POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE, IN PREPARATION FOR DRAFTING MEMORANDUM TO FILE ANALYZING SAME (SPLIT WITH TOWER 2 CASE PER ADJUSTER)                                                                                                                                                                                                                          | 0.30   | 49.50 2688 |
|            | LSG | L120 | A104 | REVIEW/ANALYZE (BEGIN) ARCHIVED MAY 17, 2019 SENATE COMMITTEE JUDICIARY MEETING, IN ORDER TO EVALUATE POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE, IN PREPARATION FOR DRAFTING MEMORANDUM TO FILE ANALYZING SAME (SPLIT WITH TOWER 2 CASE PER ADJUSTER)                                                                                                                                                                                                                                             | 0.05   | 8.25 2689  |
|            | LSG | L120 | A103 | DRAFT/REVISE (BEGIN MEMORANDUM TO FILE ANALYZING POTENTIAL IMPACT ON CLIENT AND FUTURE HANDLING OF CASE BASED ON ASSEMBLY BILL 421 (SPLIT WITH TOWER 2 CASE PER ADJUSTER)                                                                                                                                                                                                                                                                                                                                      | 0.15   | 24.75 2690 |
| 05/23/2019 | PCB | L250 | A104 | REVIEW/ANALYZE 16 PAGE FINDINGS OF FACT AND CONCLUSIONS OF LAW FROM THE COURT ON THE LATEST MOTION FOR SUMMARY JUDGMENT FILED ON BEHALF OF THE CLIENTS IN ORDER TO ASSESS ALL THE REASONS FOR THE RULING, THE POTENTIAL AREAS FOR EITHER AN APPEAL OR A MOTION FOR RECONSIDERATION BY THE HOA, AND THE POTENTIAL PORTIONS OF THE RULING THAT COULD BE RELIED UPON TO DEFEAT ANY APPEAL OR MOTION FOR RECONSIDERATION (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER I - 1287.551). | 0.30   | 55.50 2691 |
|            | PCB | L250 | A103 | DRAFT UPDATE TO CARRIERS, COVERAGE COUNSEL AND CLIENT PERSONAL COUNSEL RE: [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                          |        |            |

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|            |     |      |      |  | Hours | Amount |      |
|------------|-----|------|------|--|-------|--------|------|
|            |     |      |      | (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER I - 1287.551).  | 0.15  | 27.75  | 2692 |
| 05/28/2019 | PCB | L250 | A101 | PLAN AND PREPARE FOR FILING OF MEMORANDUM OF COSTS RE: GOING OVER THE RECENT REVISIONS TO RULES FOR FILING AND THEN COORDINATING WITH PARALEGAL TO MAKE SURE ALL THE NECESSARY INFORMATION IS INCLUDED IN THE MEMORANDUM ALONG WITH ALL INVOICES (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - 1287.551 - TOWER I). | 0.60  | 111.00 | 2693 |
|            | PCB | L250 | A103 | DRAFT (CONTINUE) MEMORANDUM OF COSTS RE: GOING OVER ALL THE INVOICES AND MATCHING THEM TO THE CALCULATIONS IN THE MEMORANDUM; ALSO MAKING SURE MY DECLARATION IS CORRECT WITH REGARD TO THE SUPPORT FOR THE INVOICES (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - 1287.551 - TOWER I).                             | 0.30  | 55.50  | 2694 |
| 05/29/2019 | PCB | L120 | A104 | REVIEW/ANALYZE REQUEST FOR INFORMATION FROM COVERAGE COUNSEL FOR EXCESS CARRIER AND PROVIDE RESPONSE TO SAME RE: [REDACTED]  |       |        |      |
|            | PCB | L250 | A103 | [REDACTED] (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - 1287.551 - TOWER I).   | 0.10  | 18.50  | 2695 |
|            |     |      |      | DRAFT (CONTINUE) NOTICE OF ERRATA FOR MEMORANDUM OF COSTS RE: CONFIRMING THE NEW CALCULATIONS AE CORRECT AFTER INCLUDING THE INVOICES THAT WERE INADVERTENTLY NOT INCLUDED IN THE ORIGINAL MEMORANDUM AND THEN CONFIRMING THAT THE DECLARATION IN SUPPORT OF THE NOTICE OF ERRATA IS CORRECT AS WELL (AS PER CARRIER                       |       |        |      |

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|                                                                           |     |      |      | Hours                                                                                                                                                                                                                                                                                                                                                                                 | Amount |      |
|---------------------------------------------------------------------------|-----|------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|
| DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - 1287.551 - TOWER I). |     |      |      | 0.10                                                                                                                                                                                                                                                                                                                                                                                  | 18.50  | 2696 |
| 05/31/2019                                                                | PCB | L190 | A104 | REVIEW/ANALYZE (BEGIN) THE HOA'S MOTION TO TAX COSTS IN ORDER TO BEGIN IDENTIFYING BOTH THE WEAKNESSES OF THE MOTION AS WELL AS TO IDENTIFY THE POSITIONS THAT INEVITABLY WILL BE USED BY THE HOA IN OPPOSITION TO THE MOTION FOR FEES (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER I - 1287.551).                                                      |        |      |
|                                                                           |     |      |      | 0.10                                                                                                                                                                                                                                                                                                                                                                                  | 18.50  | 2697 |
| 06/03/2019                                                                | PCB | L250 | A104 | REVIEW/ANALYZE ARGUMENTS MADE BY THE HOA IN THE MOTION TO TAX COSTS AND BEGIN TO OUTLINE POSSIBLE RESPONSE TO SAME (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER I - 1287.551; AS PER SHERILYN BRYDON OF ESIS, ALL WORK ON MOTIONS IN IN THIS CASE PRE-APPROVED)                                                                                         |        |      |
|                                                                           |     |      |      | 0.30                                                                                                                                                                                                                                                                                                                                                                                  | 55.50  | 2698 |
| 06/04/2019                                                                | PCB | L250 | A101 | PLAN AND PREPARE (CONTINUE) WORK ON ARGUMENTS TO USE IN OPPOSITION TO THE HOA'S MOTION TO TAX COSTS RE: CONTINUE TO FIND BASIS TO GET AROUND THE HOA'S CONTENTION THAT THE MEMORANDUM OF COSTS WAS PREMATURE (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER I - 1287.551; AS PER SHERILYN BRYDON OF ESIS, ALL WORK ON MOTIONS IN THIS CASE PRE-APPROVED). |        |      |
|                                                                           |     |      |      | 0.20                                                                                                                                                                                                                                                                                                                                                                                  | 37.00  | 2699 |

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06/06/2019 PCB L250 A103 DRAFT (CONTINUE) OPPOSITION TO MOTION  
TO RE-TAX COSTS RE: ADDITIONAL WORK ON  
ALL THE REASONS WHY THE HOA'S  
ARGUMENTS AS TO WHY COSTS THAT

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PRE-DATE THE MOST RECENT MOTION FOR  
SUMMARY JUDGMENT SHOULD NOT BE  
RECOVERABLE (AS PER CARRIER DIRECTIVE,  
TIME SPLIT WITH OTHER FILE IN SAME CASE -  
1287.581 - TOWER I; ALL WORK ON THIS  
MOTION PRE-APPROVED BY SHERILYN  
BRYDON OF ESIS)

| Hours | Amount     |
|-------|------------|
| 0.40  | 74.00 2704 |

ESIS Dallas AGL Claims

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ESIS Dallas AGL Claims

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|   |     |      |      |  | Hours   | Amount  |   |
|---|-----|------|------|--|---|---|---|
|  |     |      |      |  |  |  |  |
| 06/12/2019  | PCB | L250 | A101 | PLAN AND PREPARE (CONTINUE) FOR CLIENTS' MOTION FOR FEES RE: CONTINUE TO GO OVER SECTIONS OF THE STATUTE THAT SUPPORT A REQUEST FOR FEES AND DETERMINE HOW BEST TO UTILIZE THE FACTS OF THE CASE TO SUPPORT THE ARGUMENTS THAT ARE BEING MADE PURSUANT TO TWO DIFFERENT SECTIONS OF THE FEE STATUTE (AS PER CARRIER DIRECTIVE, TIME SPLIT WITH OTHER FILE IN SAME CASE - TOWER I - 1287.551; ALL WORK ON MOTIONS PRE-APPROVED BY SHERILYN BRYDON OF ESIS). | 0.40  | 74.00   | 2717  |
|  |     |      |      |  |  |  |  |
| For Current Services Rendered   |     |      |      |  | 36.00   | 6,104.50  |   |



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## Recapitulation

| <u>Timekeeper</u> | <u>Title</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-------------------|--------------|--------------|-------------|--------------|
| Peter C. Brown    | PARTNER      | 5.00         | \$185.00    | \$925.00     |
| Jeffrey W. Saab   | PARTNER      | 4.80         | 185.00      | 888.00       |
| Jennifer Vela     | PARALEGAL    | 0.45         | 95.00       | 42.75        |
| Devin R. Gifford  | ASSOCIATE    | 24.75        | 165.00      | 4,083.75     |
| Leesa S. Goodwin  | ASSOCIATE    | 1.00         | 165.00      | 165.00       |

Expenses

|            |      |      |                                                                                                                                                                                |        |     |
|------------|------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----|
| 03/27/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                    | 0.15   | 155 |
| 04/01/2019 | L100 | E123 | OTHER PROFESSIONALS (8914) JOHN A. MARTIN & ASSOCIATES, INC. (PANORAMA TOWER LITIGATION) (INVOICE NO.: 19686)                                                                  | 375.00 | 156 |
| 04/01/2019 | L100 | E124 | ATTORNEY SERVICES (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021687 DELIVERY - WELLS FARGO TOWER 17TH FLOOR, LAS VEGAS NV / SERVICES PROVIDED ON 03/06/2019)            | 21.75  | 157 |
| 04/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021687 LETTER AND PROPOSED ORDER TO DEPT. 22 EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 03/07/2019) | 2.87   | 158 |
| 04/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021946 COURTESY BINDER TO DEPT. 22 - EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 03/19/2019)         | 2.87   | 159 |
| 04/01/2019 | L100 | E112 | COURT SERVICE (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021946 COURTESY BINDER TO DEPT. 22 - EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 03/20/2019)         | 2.87   | 160 |
| 04/01/2019 | L100 | E112 | COURT FEES (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021946 FILING - EIGHTH JUDICIAL DISTRICT COURT / SERVICES PROVIDED ON 03/22/2019)                                 | 27.54  | 161 |
| 04/01/2019 | L100 | E112 | COURT FEES (9999) AMERICAN LEGAL SERVICES NEVADA (INVOICE #37021946 STIPULATION AND ORDER FROM KEMP JONES / SERVICES PROVIDED ON 03/22/2019)                                   | 31.36  | 162 |
| 04/01/2019 | L100 | E121 | ARBITRATORS/MEDIATORS (366) JAMS ENDISPUTE, INC.- LOS ANGELES (INVOICE NO. 0004756946-260)                                                                                     | 226.86 | 167 |
| 04/21/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                    | 3.20   | 163 |
| 04/22/2019 | L100 | E101 | PHOTOCOPIES                                                                                                                                                                    | 1.45   | 164 |
| 04/23/2019 | L100 | E109 | LOCAL TRAVEL (98153) DEVIN GIFFORD (TO AND FROM HEARING) (21 MILES AT 2019 IRS MILEAGE RATE OF \$0.58/MILE)                                                                    | 6.09   | 165 |
| 04/23/2019 | L100 | E124 | PARKING (98153) DEVIN GIFFORD                                                                                                                                                  | 12.00  | 166 |

Panorama Tower II  
 5143220827859X-A  
 PANORAMA TOWER II  
 ~~~SEE NOTES~~~

|            |      |      |             |      |     |
|------------|------|------|-------------|------|-----|
| 05/06/2019 | L100 | E101 | PHOTOCOPIES | 0.60 | 168 |
| 05/13/2019 | L100 | E101 | PHOTOCOPIES | 0.05 | 169 |
| 05/15/2019 | L100 | E101 | PHOTOCOPIES | 0.35 | 170 |
| 05/20/2019 | L100 | E101 | PHOTOCOPIES | 0.30 | 171 |
| 05/22/2019 | L100 | E101 | PHOTOCOPIES | 1.75 | 172 |

|                |        |
|----------------|--------|
| Total Expenses | 717.06 |
|----------------|--------|

|                    |          |
|--------------------|----------|
| Total Current Work | 6,821.56 |
|--------------------|----------|

|                                     |             |
|-------------------------------------|-------------|
| Previous Balance before Adjustments | \$38,062.28 |
|-------------------------------------|-------------|

|            |                 |           |
|------------|-----------------|-----------|
| 06/11/2019 | WRITE-OFF (DMC) | -1,200.17 |
|------------|-----------------|-----------|

|                  |             |
|------------------|-------------|
| Previous Balance | \$36,862.11 |
|------------------|-------------|

Payments

|            |  |            |    |
|------------|--|------------|----|
| 06/10/2019 | PAYMENT RECEIVED - THANK YOU (ESIS CK #FA 78651108 / STMT #14) | -15,729.19 | 11 |
|------------|--|------------|----|

|             |                    |
|-------------|--------------------|
| Balance Due | <u>\$27,954.48</u> |
|-------------|--------------------|

| Aged Due Amounts |           |       |        |         |      |  |
|------------------|-----------|-------|--------|---------|------|--|
| 0-30             | 31-60     | 61-90 | 91-120 | 121-180 | 181+ |  |
| 7,617.06         | 21,132.92 | 0.00  | 0.00   | 0.00    | 0.00 |  |

Split Billing Summary

|   | Fees             | Expenses        | Advances    | Total            |
|---|------------------|-----------------|-------------|------------------|
| CHUBB INSURANCE - Panorama Tower I        | 5,262.75         | 717.11          | 0.00        | 5,979.86         |
| ESIS Dallas AGL Claims (2) - Panorama Tow | 5,262.75         | 717.06          | 0.00        | 5,979.81         |
|   | <u>10,525.50</u> | <u>1,434.17</u> | <u>0.00</u> | <u>11,959.67</u> |

Task Code Summary

|  | Fees            | Expenses      |
|--|-----------------|---------------|
| L100 CASE ASSESSMENT, DEVELOPMENT AND ADMINISTRATION     | 0.00            | 717.06        |
| L120 ANALYSIS/STRATEGY                                   | 990.00          | 0.00          |
| L190 OTHER CASE ASSESSMENT, DEVELOPMENT & ADMINISTRATION | 46.25           | 0.00          |
| L100 CASE ASSESSMENT, DEVELOPMENT AND ADMINISTRATION     | <u>1,036.25</u> | <u>717.06</u> |
| L230 COURT MANDATED CONFERENCES                          | 507.25          | 0.00          |
| L240 DISPOSITIVE MOTIONS                                 | 388.50          | 0.00          |
| L250 OTHER WRITTEN MOTIONS AND SUBMISSIONS               | 4683.50         | 0.00          |
| L200 PRE-TRIAL PLEADINGS AND MOTIONS                     | <u>5,579.25</u> | <u>0.00</u>   |

Panorama Tower II  
5143220827859X-A  
PANORAMA TOWER II  
~~~SEE NOTES~~~

|      |                                 | <u>Fees</u> | <u>Expenses</u> |
|------|---------------------------------|-------------|-----------------|
| L320 | DOCUMENT PRODUCTION             | 42.75       | 0.00            |
| L340 | EXPERT DISCOVERY                | 66.00       | 0.00            |
| L390 | OTHER DISCOVERY                 | 9.25        | 0.00            |
| L300 | DISCOVERY                       | 118.00      | 0.00            |
| L430 | WRITTEN MOTIONS AND SUBMISSIONS | 166.50      | 0.00            |
| L400 | TRIAL PREPARATION AND TRIAL     | 166.50      | 0.00            |

NOTE: Please include Bremer, Whyte, Brown &amp; O'Meara account number on all payments.

Draft Statement Run Totals 06/15/2019

|                     |           |
|---------------------|-----------|
| Statements Printed: | 2         |
| Hours:              | 151.70    |
| Fees:               | 25,041.50 |
| Expenses:           | 3,412.64  |

Attorneys for Plaintiffs/Counter-Defendants,  
LAURENT HALLIER; PANORAMA TOWERS I, LLC;  
PANORAMA TOWERS I MEZZ, LLC; and M.J. DEAN  
CONSTRUCTION, INC.

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada Corporation,

vs.

Defendant.

vs.

) Case No. A-16-744146-D  
)  
) Dept. XXII  
)  
) **PLAINTIFFS/COUNTER-DEFENDANTS**  
) **LAURENT HALLIER, PANORAMA**  
) **TOWERS I, LLC, PANORAMA**  
) **TOWERS I MEZZ, LLC AND M.J.**  
) **DEAN CONSTRUCTION, INC.'S,**  
) **OPPOSITION TO**  
) **DEFENDANT/COUNTER-CLAIMANT'S**  
) **MOTION TO RE-TAX AND SETTLE**  
) **COSTS**

1 LAURENT HALLIER, an individual; )  
PANORAMA TOWERS I, LLC, a Nevada )  
2 limited liability company; PANORAMA )  
TOWERS I MEZZ, LLC, a Nevada limited )  
3 liability company; and M.J. DEAN )  
CONSTRUCTION, INC., a Nevada Corporation; )  
4 SIERRA GLASS & MIRROR, INC.; F. )  
ROGERS CORPORATION; DEAN ROOFING )  
5 COMPANY; FORD CONTRACTING, INC.; )  
INSULPRO, INC.; XTREME EXCAVATION; )  
6 SOUTHERN NEVADA PAVING, INC.; )  
FLIPPINS TRENCHING, INC.; BOMBARD )  
7 MECHANICAL, LLC; R. RODGERS )  
CORPORATION; FIVE STAR PLUMBING & )  
8 HEATING, LLC, dba SILVER STAR )  
PLUMBING; and ROES 1 through , inclusive, )  
9 )  
Counter-Defendants. )  
10 )

11 **PLAINTIFFS/COUNTER-DEFENDANTS LAURENT HALLIER, PANORAMA TOWERS**  
12 **I, LLC, PANORAMA TOWERS I MEZZ, LLC AND M.J. DEAN CONSTRUCTION,**  
13 **INC.'S, OPPOSITION TO DEFENDANT/COUNTER-CLAIMANT'S MOTION TO RE-**  
14 **TAX AND SETTLE COSTS**

15 COMES NOW, Plaintiffs/Counter-Defendants LAURENT HALLIER, PANORAMA  
16 TOWERS I, LLC, PANORAMA TOWERS I MEZZ, LLC, and M.J. DEAN CONSTRUCTION,  
17 INC. (herein after collectively referred to as "the Builders"), by and through their counsel of record,  
18 Peter C. Brown, Esq., Jeffrey W. Saab, Esq., Devin R. Gifford, Esq. and Cyrus S. Whittaker, Esq.  
19 of the law firm of Bremer Whyte Brown & O'Meara, LLP, and hereby file their Opposition to  
20 Defendants/Counter-Claimants' Motion to Re-Tax and Settle Costs.

21 This Opposition is made and based on the attached Memorandum of Points and Authorities,  
22 the pleadings and papers on file herein, and all evidence and/or testimony accepted by this Honorable  
23 Court at the time of the hearing on the Motion.

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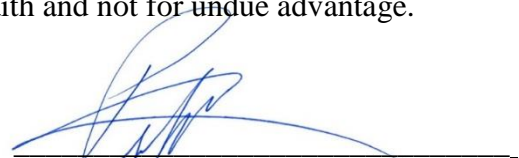
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**DECLARATION OF PETER C. BROWN, ESQ.**  
**IN SUPPORT OF OPPOSITION TO DEFENDANT/COUNTER-CLAIMANT'S MOTION**  
**TO RE-TAX AND SETTLE COSTS**

STATE OF NEVADA            )  
                                          )       ss:  
COUNTY OF CLARK         )

I, PETER C. BROWN, Esq., declare under penalty of perjury:

1. I am an attorney at the law firm of Bremer, Whyte, Brown & O'Meara, LLP, and I am in good standing and licensed to practice law in the State of Nevada.
2. Bremer, Whyte, Brown & O'Meara, LLP is counsel for Plaintiffs/Counter-Defendants Laurent Hallier, Panorama Towers I, LLC, Panorama Towers I Mezz, LLC and M.J. Dean Construction, Inc. (hereafter collectively referred to as "the Builders" in the above-captioned matter).
3. I have personal knowledge of the facts set forth herein and if called to testify I could competently do so.
4. Attached as **Exhibit "A"** is a true and correct copy of the Findings of Fact, Conclusions of Law and Order dated May 23, 2019.
5. Attached as **Exhibit "B"** is a true and correct copy of the Amended Chapter 40 Notice dated April 5, 2018.
6. Attached as **Exhibit "C"** is a true and correct copy of the Affidavit of Omar Hindiye.
7. Attached as **Exhibit "D"** is a true and correct copy of the Curriculum Vitae of Michelle Robbins, AIA, NCARB.
8. Attached as **Exhibit "E"** is a true and correct copy of the Curriculum Vitae of Simon Loadsman.
9. Attached as **Exhibit "F"** is a true and correct copy of the Curriculum Vitae of Robert M. Smith, P.E.
10. That this Opposition is made in good faith and not for undue advantage.

  
Peter C. Brown, Esq.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The Builders seek to recover their costs which were reasonably, necessarily and actually  
4 incurred in this matter involving Defendant/Counter-Claimant Panorama Towers Condominium  
5 Unit Owners' Association (hereinafter "the Association"). The Builders are the prevailing parties  
6 following this Court's granting of the Builders' Motion for Summary Judgment Pursuant to NRS  
7 11.202(a) filed on May 23, 2019 (hereinafter "Motion for Summary Judgment") whereby the  
8 Builders obtained an Order granting judgment in their favor and dismissing with prejudice the  
9 remaining claims asserted against the Builders by the Association through its Counter-Claim.

10 **II. ARGUMENT**

11 The Association's Motion to Re-Tax and Settle Costs ("Motion") consists of a potpourri of  
12 legal arguments that either rely on faulty premises or misinterpret the clear statutory language of  
13 NRS 18.005. The cases presented by the Association do not support re-taxing the Builders' costs,  
14 and certainly do not support complete denying the Builders' recovery of costs as requested by the  
15 Association. The Builders address the Association's arguments below in the order in which they  
16 were presented.

17 **A. THE BUILDERS ARE ENTITLED TO RECOVER THEIR COSTS AS THE**  
18 **PREVAILING PARTIES.**

19 The Association's lead argument is that the Builders' Memorandum for Fees and Costs  
20 (hereinafter "Memorandum") is premature because the Builders' Complaint still contains  
21 unresolved claims and that, consequently, there is not yet a "prevailing party." This argument is  
22 flawed for the principal reason that in regard to the Association's Counter-Claim itself (which  
23 requested grounds of relief independent from the Builders' Complaint), the Court's Order has  
24 definitively determined the Builders to be the prevailing parties. The Association is playing a  
25 disingenuous word game by attempting to characterize as one and the same the prevailing parties for  
26 the Builders' Complaint and the prevailing parties for the Association's Counter-Claim. Given this  
27 Court's May 23, 2019 Order, the Builders are unequivocally the prevailing parties on the  
28



1 Association's Counter-Claim. Furthermore, there are no issues interrelated between the Builder's  
2 Complaint and the Association's Counter-Claim that would make Builders' request premature.

3 An award of costs (other than attorney's fees) to the prevailing party is presumptive under  
4 NRS 18.020: "Costs must be allowed of course to the prevailing party against any adverse party  
5 against whom judgment is rendered" (*See*, NRS 18.020). The Nevada Supreme Court has defined  
6 "prevailing party" as any party who succeeds on any significant issue in litigation which achieves  
7 some of the benefit it sought in bringing the suit." (*See, Hornwood v. Smith's Food King*, 105 Nev.  
8 188, 192; 772 P.2d 1284, 1287 (1989). The Supreme Court later expanded its definition to include  
9 defendants, stating, "[T]he term 'prevailing party is broadly construed so as to encompass plaintiffs,  
10 counterclaimants, and defendants." (*See, Valley Electric Association v. Overfield*, 121 Nev. 7, 10;  
11 106 P.3d 1198, 1200 (2005)).

12 Here, the prevailing party determination is crystal clear. This Court granted the Builders'  
13 Motion for Summary Judgment, which served to completely dispose of the Association's requested  
14 relief in its Counter-Claim. The Association's argument that there is no prevailing party arises from  
15 an erroneous presumption that all claims in the case must first be resolved rather than all claims  
16 within the narrower scope of the pertinent Counter-Claim. While the Builders agree that all claims  
17 within the Counter-Claim must be resolved, in accordance with the Association's cited non-binding  
18 case authority (*See*, Motion, Pg. 5, Lines 14-20), there is no justification whatsoever to support the  
19 premise that all claims within the case as a whole must be resolved before the Builders can be deemed  
20 the prevailing parties entitled to a recovery of their costs.

21 As clearly articulated in this Court's Findings of Fact, Conclusions of Law and Order  
22 concerning Builders' Motion for Summary Judgment Pursuant to NRS 11.202(1),

23 "The Builders' claims in its Complaint are for breach of the prior settlement  
24 agreement and declaratory relief regarding the sufficiency of the NRS 40.645  
25 notice and application of AB 125. The Association's counterclaims of  
26 negligence, intentional/negligent disclosure, breach of sales contract,  
27 products liability, breach of express and implied warranties under and  
28 violations of NRS Chapter 116, and breach of duty of good faith and fair  
dealing are for monetary damages as a result of construction defects to its  
windows in the two towers." (*See, Exhibit "A", Findings of Fact,*  
*Conclusions of Law and Order, Pg. 13, Lines 22-28)*

1  
2 Even had the Court ruled against the Builders on their Complaint, the Association could still have  
3 pled their own independent claims for relief. Thus, the Association's constructional defect claims  
4 were entirely distinct from the Builders' claims for relief. Consequently, within the scope of  
5 Association's Counter-Claim, there is nothing unresolved. With the entry of this Court's Order  
6 granting the Builders' Motion for Summary Judgment, a significant change occurred in the  
7 relationship between the two parties because the Association lost its right to continue to assert its  
8 claims against the Builders. Thus, in accordance with the Nevada Supreme Court in *Hornwood v.*  
9 *Smith's Food King (See, Id)*, the Builders are unquestionably the prevailing parties in the context of  
10 the Association's Counter-Claim. As such, the Builders are entitled to recover their costs under NRS  
11 18.110.

12 **B. THE BUILDERS HAVE SUFFICIENTLY DEMONSTRATED THE COSTS**  
13 **THEY SEEK WERE REASONABLY, NECESSARILY AND ACTUALLY**  
14 **INCURRED.**

15 The Association's second argument (consisting of four sub-parts) is that the Builders'  
16 asserted costs were unnecessary, avoidable, unreasonable or undocumented. The Association's  
17 analysis in support of this argument is misguided and incomplete. As demonstrated in the Builders'  
18 Memorandum and elaborated upon below, the Builders are entitled to an award of their costs as the  
19 prevailing parties and have provided sufficient documentation to support an award of all costs  
20 sought.

21 Importantly, the Association does not dispute with particularity the specific amounts that the  
22 Builders have incurred, other than the following:

- 23 • Local Travel Costs (*See, Motion, Pg. 8, Line 3*)
- 24 • Attorney Services Fees (*See, Motion, Pg. 8, Line 4*)
- 25 • Special Master Fees (*See, Motion, Pg. 8, Line 4*)
- 26 • Mediator Fees (JAMS) (*See, Motion, Pg. 8, Line 4*)
- 27 • Expert Witness Fees (*See, Motion, Pg. 8, Line 4*)

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1 Because NRS 18.020 is presumptive in favor of awarding costs to the prevailing party, the  
2 Association's silence and/or tangential reference to the other costs should weigh in favor that they  
3 were reasonably, necessarily and actually occurred. (*See*, EDC 2.20(e)) (failure to oppose may be  
4 construed as an admission that the motion is meritorious and a consent to granting the same).  
5 Nonetheless, the Court should find that the Builders have provided sufficient documentation to  
6 support an award of all costs sought in Builders' verified memorandum of costs. Each of the  
7 Association's sub-arguments are addressed in the order presented in its Motion.

8 **1. THE BUILDERS SHOULD BE AWARDED COSTS INCURRED PRIOR**  
9 **TO THE FILING OF THE BUILDERS' COMPLAINT.**

10 The Association first claims that the Builders are not entitled to any costs that preceded the  
11 Complaint. The Association fails to provide, however, any basis in law or fact to support its assertion  
12 that the pre-litigation process is not associated with an action such that the Builders' costs should be  
13 denied. NRS 18.005 clearly allows for the Builders to recover costs in connection with this action.  
14 (*See*, NRS 18.005(17). The Association incorrectly interprets the phrase "in connection" to limit the  
15 relevant time period to that occurring after the filing of the Complaint. However, no such temporal  
16 limitation is implied by the statute. While the Builders' Complaint was filed on September 28, 2016,  
17 the Builders began incurring significant costs in connection with this action much earlier than that  
18 date.

19 The Association served its original Chapter 40 Notice on February 24, 2016. The Chapter  
20 40 pre-litigation process is part and parcel of any litigation that stems from the original Chapter 40  
21 Notice. This includes fees and costs incurred during the pre-litigation process. Support for this  
22 position is found in NRS 40.665, which allows for costs and fees incurred to ascertain the nature and  
23 extent of the constructional defects. (*See*, NRS 40.665(e)(1)). Obviously, the effort to ascertain the  
24 nature and extent of constructional defect allegations by parties like the Builders occurs during the  
25 Chapter 40 pre-litigation process. If the roles were reversed in this case with the Association as the  
26 prevailing party, would anyone seriously believe the Association would not seek recovery of costs  
27 incurred during the pre-litigation process? Not very likely. As NRS 40.655(e) allows a claimant to  
28

1 recover reasonably incurred costs associated with the pre-litigation investigation, then it stands to  
2 reason that the Builders, as the prevailing party, are entitled to recover their incurred costs associated  
3 with pre-litigation investigation pursuant to NRS 18.005.

4 **2. THE TIMING OF THE BUILDERS' DISPOSITIVE MOTION DOES**  
5 **NOT PRECLUDE RECOVERY OF THE BUILDERS' COSTS.**

6 The Association's next attempt to deprive the Builders of their costs is based on the filing  
7 date of the Builders' Motion for Summary Judgment. Essentially, the Association's argument is that  
8 because the Builders did not bring their statute of repose motion earlier, "all costs unrelated to the  
9 statute of repose motion were entirely unnecessary and must be rejected." (*See*, Motion, Pg. 7, Lines  
10 23-25).

11 On its face, this is a preposterous assertion because it assumes that the Builders could have  
12 predicted which of its motions were going to prevail and when. Based on the Association's logic,  
13 any request for costs should be rejected unless the basis for those costs was the *first* dispositive  
14 motion. The Association fails to ground this absurd proposition with any legal, or logical, basis.

15 Litigation, especially of the magnitude of the present case, involves significant risks and  
16 costs. Each party enters into litigation knowing that should it not prevail it will potentially be subject  
17 to very significant monetary judgments. This is a case in which the Association chose to bring  
18 untimely constructional defect claims and took the risk in doing so. The Builders' "litany of separate  
19 and unrelated potentially dispositive motions" (*See*, Motion, Pg. 7, Line 13) were actually carefully  
20 crafted with the goal of successfully disposing of the Association's claims piece by piece. There is  
21 no legal basis in law, nor any basis in logic, for depriving the Builders of their rightful recovery of  
22 costs as the prevailing parties simply because the Association chooses to critique the Builder's  
23 "chosen legal strategy" (*See*, Motion, Pg. 7, Line 7) from a sore loser's perspective. The  
24 Association's position is tantamount to the South telling the North after the Civil War that "yes, you  
25 whupped us good, but had we charge of your battle plans the whuppin would have been done much  
26 faster!"

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1 Furthermore, the Builders were diligent in their efforts to assert all defenses once they were  
2 fully evaluated. First, the substantial changes made by AB 125 to the statute of repose and its  
3 interplay with the tolling provision were relatively new at the time of the Association's Chapter 40  
4 Notice. An extensive analysis and evaluation of AB 125 and its potential application (considering  
5 both the Panorama Towers construction history and the litigation history involving the property)  
6 was necessary before the Builders could file any dispositive motion on those issues. Furthermore,  
7 there was no operative pleading for the Builders to even address until the Association untimely filed  
8 its Counter-Claim on March 1, 2017. And even after that date only a handful of cases had even  
9 addressed the statute of repose issue.

10 One such case, *Byrne v. Sundridge Builder Inc.* Case No. A-16-742143-D, had similar  
11 questions of law and fact as the Builders' eventual Motion for Summary Judgment. The Honorable  
12 Richard Scotti's decision in that case granting the defendant's Motion for Summary Judgment  
13 Pursuant to NRS 11.202(1) served as an impetus for the Builders filing of their own Motion for  
14 Summary Judgment on the statute of repose. Judge Scotti's decision in *Byrne* was appealed on  
15 December 11, 2018. Counsel for the Builders obtained a copy of Judge Scotti's ruling from the  
16 appellate papers in *Byrne*. Work on the Builders' Motion for Summary Judgment commenced after  
17 comparing the facts of the *Bryne* to the present case. There were, from the onset of this case up  
18 thorough the appeal of Judge Scotti's ruling in *Bryne*, various motions being litigated between the  
19 Builders and the Association. When it was both procedurally and strategically proper to do so, the  
20 Builders brought their latest Motion for Summary Judgment. As this Court is well aware, the filing  
21 date for the Association's Opposition and the hearing date for the Builders' Motion for Summary  
22 Judgment (as was the case for all previous motions) was continued at the request of counsel from  
23 both sides. Consequently, the Association has little basis to whine that the Builders should be denied  
24 their costs by virtue of a hyper-critical loser's retrospective analysis of the Builders' litigation  
25 strategy including the timing of the filing of the Builders' Motion for Summary Judgment.

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1                   **3. THE BUILDERS HAVE PROVIDED THE REQUISITE**  
2                   **DOCUMENTATION FOR THEIR COSTS.**

3           The Association's third attempt to prevent the Builders' recovery of costs is that "several of  
4 the fees and costs" lack supporting documentation. As with the Association's previous arguments,  
5 the Association fails to specify with particularity which costs it is referring to, other than a footnote  
6 reference to Memorandum at 3:12 – 20. (*See*, Motion, Pg. 8, Footnote 11).

7           The Association overlooks Exhibit 9 from the Builders' Memorandum referenced in  
8 Footnote 9 of the Memorandum. Exhibit 9 consists of 8 pages of the Builders' counsels' "Detail  
9 Cost Transaction File List," and contains recorded documentation for all of the allegedly  
10 undocumented costs that the Association is referring to (including reproduction costs, local travel  
11 costs, process server costs, parking, total filing fees, outside printing fees, attorney services fees,  
12 court services/fees, conference call services fees, and photocopies). This File List provides the Court  
13 with invoicing and print logs which detail: (1) a brief description of the pertinent cost; (2) the date  
14 of the cost; (3) the precise time spent for each cost; and (4) the amount in dollar fees for each cost.  
15 The *validity* of these costs are further supported by a verified affidavit from the Builders' attorney  
16 (Peter C. Brown, Esq.) affirming that these costs were "true, correct and were reasonable and  
17 necessary costs of litigation..." (*See*, Memorandum, Declaration of Peter C. Brown, Lines 22-23).  
18 The statutes mandating that the Builders be allowed to recover their costs as the prevailing party  
19 require only a verified affidavit from the prevailing parties' attorney affirming the costs were  
20 reasonably, actually, and necessarily incurred. Because the Builders have satisfied this requirement,  
21 the Builders are entitled to receive costs for these documented amounts.

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1                   **4. THE BUILDERS ARE ENTITLED TO MEDIATOR FEES AND**  
2                   **SPECIAL MASTER FEES BECAUSE SUCH FEES WERE**  
3                   **REASONABLE AND NECESSARY EXPENSES INCURRED IN**  
4                   **CONNECTION WITH THE ACTION.**

5           The Association also argues that the Builders’ request for costs of its Special Master and  
6 Mediator fees should be denied because they are not recoverable under NRS 18.05. (*See*, Motion,  
7 Pg. 9, Lines 14-16). The Association, however, bases this on a flawed interpretation of NRS 18.005.

8           NRS 18.005(17) specifically allows costs for “**any other reasonable and necessary expense**  
9 **incurred in connection with the action**, including reasonable and necessary expenses for  
10 computerized services for legal research.” (*See*, NRS 18.005(17), emphasis added). As shown in the  
11 JAMS invoices as part of Exhibits 6 and 7, the Special Master fees and Mediator fees were for  
12 mediation and Special Master hearings which directly pertained to the claims brought by the  
13 Association against the Builders. The Association provides no basis whatsoever for why these costs  
14 do not fit within the breadth of NRS 18.005(17). On that basis, the Association’s request to re-tax  
15 these amounts should be denied.

16                   **5. THIS COURT HAS AUTHORITY TO AWARD THE BUILDERS’**  
17                   **EXPERT COSTS, EVEN IF IN EXCESS OF \$1,500.00 PER EXPERT.**

18           Finally, the Association argues that that the Builders should be denied their costs for their  
19 four expert witnesses because the Builders failed to demonstrate that such experts were necessary.  
20 On the contrary, the Builders’ experts were absolutely necessary in defending against the  
21 Association’s unreasonable pursuit of time-barred claims, as explained below.

22           As the prevailing parties, the Builders are unquestionably entitled to an award of expert fees  
23 as costs of not more than \$1,500.00 per expert pursuant to NRS 18.005(5). However, this Court has  
24 the discretion to award expert fees in excess of \$1,500.00 when it determines the circumstances  
25 surrounding retaining each expert is of such necessity as to require the larger fee and subsequent cost  
26 recovery. (*See*, NRS 18.005(5); *See also*, *Frazier v. Drake*, 131 Nev. Adv. Op. 64, 357 P.3d 365,  
27 374 (2015); *See also*, *Logan v. Abe*, 350 P.3d 1139 (2015) (stating “that NRS 18.005(5) allows the  
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1 district court to award more than \$1,500 for an expert's fees if the larger fee was necessary"); *See*  
2 *also, Gilman v. State Bd. Of Verinary Med. Exam'rs*, 120 Nev. 263 (2004) (Nevada Supreme Court  
3 affirmed an award of \$7,145 in expert fees)).

4       The Association contends that none of the Builders' expert witnesses offered trial testimony  
5 or were deposed. However, as this Court is no doubt aware, there is no rule of law, statute, code, or  
6 other legal basis for the Association to present the argument that the Builders' experts must be  
7 deposed or testify at the time of trial in order for the Builders to recover said costs after judgment  
8 has been rendered in the Builders' favor. In fact, the Nevada Supreme Court has clarified the law  
9 with respect to expert witness fees under NRS 18.005(5) and held that the recovery of expert fees in  
10 excess of \$1,500.00 per expert is permitted, even when the expert has not testified, so long as the  
11 district court states the basis for the decision. (*See, Public Employees Ret. Sys. V. Gitter*, 393 P.3d,  
12 673, 681 (2017), 133 Nev. Adv. Rep. 18 (2017)). This Supreme Court decision is squarely applicable  
13 to the instant matter. While the Builder's experts have not testified in deposition or trial, they  
14 completed a substantial amount of work directly related to the claims brought by the Association.  
15 Thus, the necessity of each expert's work in defending against the Association's construction defect  
16 warrants an award to the Builders all expert fees as reasonable costs incurred in this action.

17       The *Frazier* Court identified the following factors in determining whether an award in excess  
18 of \$1,500 is appropriate: (1) importance of the experts to the party's case, (2) the degree to which  
19 the expert's opinion aided the trier of fact in deciding the case; (3) whether the expert's reports or  
20 testimony were repetitive of other expert witnesses; (4) the extent and nature of the work performed  
21 by the expert; (5) whether the expert had to conduct independent investigations or testing; (6) the  
22 amount of time the expert spent in court, preparing a report, and preparing for trial; (7) the expert's  
23 area of expertise; (8) the expert's education and training; (9) the fee actually charged to the party  
24 who retained the expert; (10) the fees traditionally charged by the expert on related matters; (11)  
25 comparable experts' fees charged in similar cases; and (12) if an expert is retained from outside the  
26 area, the fees and costs that would have been incurred to hire a comparable expert from the area. *Id*  
27 at 377-78. These factors are non-exhaustive. (*See, Id* at 378). This Court need not consider every  
28



1 factor and may consider other factors in determining the circumstances justifying awarding the  
2 Builders their full costs incurred for expert fees. (*See, Id*).

3 Here, consideration of the *Frazier* factors and the inherent complexity of the constructional  
4 defect matters support awarding the Builders their full amount of costs incurred in expert fees and  
5 in excess of \$1,500.00 per expert.

6 **a. Madsen, Kneppers & Associates**

7 The Builders should be awarded the full costs incurred by Madsen, Kneppers & Associates  
8 (“MKA”) because the fees are reasonable, and the circumstances are such as to require a fee greater  
9 than the stated \$1,500.00 limit. Consideration of the *Frazier* factors supports awarding the Builders  
10 all fees incurred in retaining MKA in this matter.

11 The Association retained MKA to investigate and respond to the defect allegations alleged  
12 in the Association’s Amended Chapter 40 Notice. (*See, Panorama Towers Condominium Unit*  
13 *Owners’ Association’s Amended Notice of Claims Pursuant to NRS Section 40.645, Exhibit “B”*).  
14 Once the Builders were notified of the Association’s claims, the Builders were forced to retain MKA  
15 and thereafter have MKA travel to the site, perform inspections, attend destructive testing, analyze  
16 construction documents from the Association, and provide evidentiary expert bases for the many  
17 motions that followed the Association’s Chapter 40 Notice. The extent of this work was substantial:  
18 for example, the Association alleged that the window defects required testing and possible  
19 replacement of every single exterior window in both Towers. (*See, Id*). The Association’s estimated  
20 testing and inspections *alone* for the alleged window defects was stated at \$8,097,320.00. (*See,*  
21 *Affidavit of Omar Hindiyheh, Exhibit “C”*). The significant repair cost alleged by the Association  
22 demonstrates the importance of the Builders retaining their own construction experts, as well as the  
23 relatively minor amount of costs associated with MKA’s fees. The first *Frazier* factor supports  
24 awarding costs in the full amount incurred.

25 Michelle Robbins has over 35 years of experience in the construction industry and is both a  
26 licensed General Contractor and Architect. (*See, CV, fee schedule and testimony list of Michelle*  
27 *Robbins, Ex. “D”*). Her education and training encompass all aspects of design, development, and  
28

1 construction. (*See, Id*). Her experience includes teaching architecture courses in the areas of  
2 Environmental Design, Architectural Design, and Urban Planning at the University of Nevada Las  
3 Vegas and the Southern California Institute of Architecture. (*See, Id*).

4 There is no dispute the Builders actually incurred \$21,626.30 in expert's fees and costs in  
5 retaining MKA to defend against the Association's defect allegations. Thus, consideration of the  
6 *Frazier* factors, as demonstrated above, supports this Court finding the Builders necessarily and  
7 reasonably retained MKA to defend against the Association's claims.

8 **b. Reid Loadsman (Simon Loadsman)**

9 The Builders should be awarded the full costs incurred by Reid Loadsman, through expert  
10 Simon Loadsman because the fees are reasonable, and the circumstances are such as to require a fee  
11 greater than the \$1,500.00 limit. Consideration of the *Frazier* factors supports awarding the Builders  
12 all fees incurred in retaining Loadsman in this matter.

13 The Builders retained Mr. Loadsman to respond to the window defect allegations in the  
14 Builder's Chapter 40 Notice. Mr. Loadsman assisted with reviewing documents, plans, reports, and  
15 providing detailed expert testimony to rebut allegations of the Association's expert Omar Hindiye.

16 Mr. Loadsman has over 30 years of experience in the construction industry and has worked  
17 in window manufacturing factories, managed window installation companies, and owned and  
18 operated a glass company (Clearlite Window Systems, Inc) in England. (*See, CV, fee schedule and*  
19 *testimony list of Simon Loadsman, Ex. "E"*).

20 There is no dispute that the Builders actually incurred \$5,303.90 in expert's fees and costs in  
21 retaining Mr. Loadsman. A comparison of the fees charged by Mr. Loadsman to the fees of the  
22 Association's experts demonstrates Mr. Loadsman's fees are comparable to other experts in his field.

23 Consideration of the *Frazier* factors and the inherent complexity of construction defect cases  
24 justifies awarding the Builder's their full costs incurred in retaining Mr. Loadsman.

25 ///

26 ///

27 ///

28 ///

1 **c. EMP Consultants**

2 The Builders should be awarded the full costs incurred by EMP Consultants (“EMP”)  
3 because the fees are reasonable and the circumstances are such as to require a fee greater than the  
4 stated \$1,500 limit. Consideration of the *Frazier* factors supports awarding the Builders all fees  
5 incurred in retaining EMP Consultants (specifically Robert M. Smith) in this matter.

6 The Builders retained EMP Consultants to respond to allegations of the Association’s  
7 construction defect claims in its Chapter 40 Notice. Mr. Smith attended site inspections, reviewed  
8 expert analysis, and provided detailed evidentiary expert support for the ongoing motions following  
9 the Association’s Chapter 40 Notice. Mr. Smith is a mechanical engineer licensed in multiple states  
10 with over 42 years of experience in Building Technology Systems synthesis, design, operation, and  
11 assessment. (*See*, CV of Robert M. Smith, **Ex. “F”**).

12 There is no dispute that the Builders actually incurred \$3,907.58 in expert’s fees and costs in  
13 retaining EMP Consultants. Consideration of the *Frazier* factors, as demonstrated above, supports  
14 this Court finding the Builders’ necessarily and reasonably retained EMP to defend against the  
15 Association’s claims.

16 **d. John A. Martin & Associates**

17 The Court need not give special attention to awarding the Builders the full amount incurred  
18 in retaining John A. Martin & Associates as his expert’s fees and costs are within the amount taxable  
19 pursuant to NRS 18.005(5). The Builders should be awarded costs for the fees incurred in retaining  
20 John A. Martin & Associates in the amount of \$750.00.

21 Consideration of the *Frazier* factors supports awarding the Builders the full amount of costs  
22 incurred in retaining experts to defend against the Association’s untimely allegations. Thus, this  
23 Court should award the Builders’ full amount of costs for its four different experts, in the total  
24 amount of \$31,587.78, pursuant to NRS 18.005(5) and *Frazier v. Drake*.

25 ///

26 ///

27 ///

28 ///

1 **III. CONCLUSION**

2 Based on this Court's May 23, 2019 Order, the Builders are the prevailing party with regard  
3 to the Association's Counter-Claim and are entitled to the costs they reasonably and necessarily  
4 incurred in their efforts to defend against the Association's defect claims. The Builders seek to  
5 recover costs reasonably, necessarily, and actually incurred in connection with defending against the  
6 Association's defect claims. Accordingly, the Builders respectfully request this Court award costs  
7 in the total amount of \$47,846.40.

8  
9 Dated: June 21, 2019.

BREMER WHYTE BROWN & O'MEARA LLP

10  
11 By: 

Peter C. Brown, Esq.

Nevada State Bar No. 5887

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Attorneys for Plaintiffs/Counter-Defendants

LAURENT HALLIER, PANORAMA TOWERS I,

LLC, PANORAMA TOWERS I MEZZ, LLC, and

M.J. DEAN CONSTRUCTION, INC.

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**CERTIFICATE OF SERVICE**

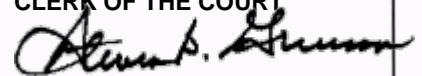
I hereby certify that on this 21<sup>st</sup> day of June 2019 a true and correct copy of the foregoing document was electronically delivered to Odyssey for service upon all electronic service list recipients.



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Alondra Reynolds, an employee of  
Bremer, Whyte, Brown & O'Meara LLP

# EXHIBIT "A"



FFCO

DISTRICT COURT  
CLARK COUNTY, NEVADA

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada  
corporation,

Plaintiffs,

Vs.

PANORAMA TOWERS  
CONDOMINIUM UNIT OWNERS'  
ASSOCIATION, a Nevada non-profit  
corporation.

Defendant.

PANORAMA TOWERS  
CONDOMINIUM UNIT OWNERS'  
ASSOCIATION, a Nevada non-profit  
corporation,

Counter-Claimant,

Vs.

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada  
Corporation,

Counter-Defendants.

Case No. A-16-744146-D

Dept. No. XXII

FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND  
ORDER

1 PANORAMA TOWERS  
2 CONDOMINIUM UNIT OWNERS'  
3 ASSOCIATION, a Nevada non-profit  
4 corporation,

5 Third-Party Plaintiff,

6 Vs.

7 SIERRA GLASS & MIRROR, INC.; F.  
8 ROGERS CORPORATION; DEAN  
9 ROOFING COMPANY; FORD  
10 CONSTRUCTING, INC.; INSULPRO,  
11 INC.; XTREME EXCAVATION;  
12 SOUTHERN NEVADA PAVING, INC.;  
13 FLIPPINS TRENCHING, INC.;  
14 BOMBARD MECHANICAL, LLC; R.  
15 RODGERS CORPORATION; FIVE  
16 STAR PLUMBING & HEATING, LLC  
17 dba SILVER STAR PLUMBING; and  
18 ROES 1 through 1000, inclusive,

19 Third-Party Defendants.<sup>1</sup>

20 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

21 These matters concerning:

- 22 1. Plaintiffs'/Counter-Defendants' Motion for Summary Judgment Pursuant to NRS  
23 11.202(1) filed February 11, 2019; and
- 24 2. Defendant's/Counter-Claimant's Conditional Counter-Motion for Relief Pursuant to  
25 NRS 40.695(2) filed March 1, 2019,  
26 both came on for hearing on the 23<sup>rd</sup> day of April 2019 at the hour of 8:30 a.m. before Department  
27 XXII of the Eighth Judicial District Court, in and for Clark County, Nevada, with JUDGE SUSAN  
28 H. JOHNSON presiding; Plaintiffs/Counter-Defendants LAURENT HALLIER, PANORAMA  
TOWERS I, LLC, PANORAMA TOWERS I MEZZ, LLC and M.J. DEAN CONSTRUCTION,

<sup>1</sup> As the subcontractors are not listed as "plaintiffs" in the primary action, the matter against them is better characterized as a "third-party" claim, as opposed to "counter-claim."



1 INC. appeared by and through their attorneys, JEFFREY W. SAAB, ESQ. and DEVIN R.  
2 GIFFORD, ESQ. of the law firm, BREMER WHYTE BROWN & O'MEARA; and  
3 Defendant/Counter-Claimant/Third-Party Plaintiff PANORAMA TOWERS CONDOMINIUM  
4 UNIT OWNERS' ASSOCIATION appeared by and through their attorneys, MICHAEL J. GAYAN,  
5 ESQ. of the law firm, KEMP JONES & COULTHARD.<sup>2</sup> Having reviewed the papers and pleadings  
6 on file herein, heard oral arguments of the lawyers and taken this matter under advisement, this  
7 Court makes the following Findings of Fact and Conclusions of Law:

8  
9 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

10 1. This case arises as a result of alleged constructional defects within both the common  
11 areas and the 616 residential condominium units located within two tower structures of the  
12 PANORAMA TOWERS located at 4525 and 4575 Dean Martin Drive in Las Vegas, Nevada. On  
13 February 24, 2016, Defendant/Counter-Claimant PANORAMA TOWERS CONDOMINIUM UNIT  
14 OWNERS' ASSOCIATION served its original NRS 40.645 Notice of Constructional Defects upon  
15 Plaintiffs/Counter-Defendants (also identified herein as the "Contractors" or "Builders"), identifying  
16 deficiencies within the residential tower windows, fire blocking, mechanical room piping and sewer.  
17 Subsequently, after the parties engaged in the pre-litigation process with the NRS 40.680 mediation  
18 held September 26, 2016 with no success, the Contractors filed their Complaint on September 28,  
19 2016 against the Owners' Association, asserting the following claims that, for the most part, deal  
20 with their belief the NRS 40.645 notice was deficient:  
21

- 22  
23 1. Declaratory Relief—Application of AB 125;  
24 2. Declaratory Relief—Claim Preclusion;  
25

26  
27 <sup>2</sup>SCOTT A. WILLIAMS, ESQ. of the law firm, WILLIAMS & GUMBINER, also appeared telephonically on  
28 behalf of PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION. Via Minute Order filed  
January 13, 2017, this Court granted the Motion to Associate Counsel filed January 3, 2017 given non-opposition by  
Plaintiffs/Counter-Defendants. However, no formal proposed Order granting the motion was ever submitted to the Court  
for signature.

3. Failure to Comply with NRS 40.600, *et seq.*;
4. Suppression of Evidence/Spoliation;
5. Breach of Contract (Settlement Agreement in Prior Litigation);
6. Declaratory Relief—Duty to Defend; and
7. Declaratory Relief—Duty to Indemnify.

2. On March 1, 2017, PANORAMA TOWER CONDOMINIUM UNIT OWNERS' ASSOCIATION filed its Answer and Counter-Claim, alleging the following claims:

1. Breach of NRS 116.4113 and 116.4114 Express and Implied Warranties; as well as those of Habitability, Fitness, Quality and Workmanship;
2. Negligence and Negligence *Per Se*;
3. Products Liability (against the manufacturers);
4. Breach of (Sales) Contract;
5. Intentional/Negligent Disclosure; and
6. Duty of Good Faith and Fair Dealing; Violation of NRS 116.1113.

3. This Court previously dismissed the constructional defect claims within the mechanical room as being time-barred by virtue of the “catch-all” statute of limitations of four (4) years set forth in NRS 11.220.<sup>3</sup> With respect to challenges to the sufficiency and validity of the NRS 40.645 notice, this Court stayed the matter to allow PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION to amend it with more specificity. This Court ultimately determined the amended NRS 40.645 notice served upon the Builders on April 15, 2018 was valid with respect to the windows' constructional defects only.<sup>4</sup>

...

<sup>3</sup>See Findings of Fact, Conclusions of Law and Order filed September 15, 2017.

<sup>4</sup>See Findings of Fact, Conclusions of Law and Order filed November 30, 2018.



1           4.       The Builders or Contractors now move this Court for summary judgment upon the  
2 basis the Association's claims are time-barred by the six-year statute of repose set forth in NRS  
3 11.202(1), as amended by Assembly Bill (AB) 125 in 2015, in that its two residential towers were  
4 substantially completed on January 16, 2008 (Tower I) and March 26, 2008 (Tower II), respectively,  
5 and claims were not brought until February 24, 2016 when the NRS 40.645 Notice was sent; further,  
6 the Association did not file its Counter-Claim until March 1, 2017.

7  
8           5.       PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION  
9 opposes, arguing, first, the Builders do not provide this Court all facts necessary to decide the  
10 motion which, therefore, requires its denial. Specifically, NRS 11.2055, the statute identifying the  
11 date of substantial completion, defines such as being the latest of *three* events: (1) date the final  
12 building inspection of the improvement is conducted; (2) date the notice of completion is issued for  
13 the improvement; or (3) date the certificate of occupancy is issued. Here, the Association argues the  
14 Builders provided only the dates the Certificates of Occupancy were issued for the two towers.<sup>5</sup>  
15 Second, the NRS 40.645 notice was served within the year of "safe harbor" which tolled any  
16 limiting statutes, and the primary action was filed within two days of NRS Chapter 40's mediation.  
17 In the Owners' Association's view, its Counter-Claim filed March 1, 2017 was compulsory to the  
18 initial Complaint filed by the Builders, meaning its claims relate back to September 28, 2016, and  
19 thus, is timely. Further, the Association notes it learned of the potential window-related claims in  
20 August 2013, less than three years before it served its notice, meaning their construction defect  
21 action is not barred by the statute of limitations. The Association also counter-moves this Court for  
22 relief under NRS 40.695(2) as, in its view, good cause exists for this Court to extend the tolling  
23 period to avoid time-barring its constructional defect claims.  
24  
25

26  
27           <sup>5</sup>As noted *infra*, the Certificates of Occupancy also identify the date of the final building inspection as being  
28 March 16, 2007 (Tower I) and July 16, 2007 (Tower II). That is, the Builders identified two of the three events, and not  
just one.

## CONCLUSIONS OF LAW

1  
2       1.       Summary judgment is appropriate and “shall be rendered forthwith” when the  
3 pleadings and other evidence on file demonstrates no “genuine issue as to any material fact  
4 [remains] and that the moving party is entitled to a judgment as a matter of law.” *See* NRCP 56(c);  
5 Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026 (2005). The substantive law controls  
6 which factual disputes are material and will preclude summary judgment; other factual disputes are  
7 irrelevant. *Id.*, 121 Nev. at 731. A factual dispute is genuine when the evidence is such that a  
8 rational trier of fact could return a verdict for the non-moving party. *Id.*

9  
10       2.       While the pleadings and other proof must be construed in a light most favorable to  
11 the non-moving party, that party bears the burden “to do more than simply show that there is some  
12 metaphysical doubt” as to the operative facts in order to avoid summary judgment being entered in  
13 the moving party’s favor. Matsushita Electric Industrial Co. v. Zenith Radio, 475, 574, 586 (1986),  
14 *cited by* Wood, 121 Nev. at 732. The non-moving party “must, by affidavit or otherwise, set forth  
15 specific facts demonstrating the evidence of a genuine issue for trial or have summary judgment  
16 entered against him.” Bulbman, Inc. v. Nevada Bell, 108 Nev. 105, 110, 825 P.2d 588, 591 (1992),  
17 *cited by* Wood, 121 Nev. at 732. The non-moving party “is not entitled to build a case on the  
18 gossamer threads of whimsy, speculation, and conjecture.” Bulbman, 108 Nev. at 110, 825 P.2d  
19 591, *quoting* Collins v. Union Fed. Savings & Loan, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983).

20  
21       3.       Four of Builders’ causes of action seek declaratory relief under NRS Chapter 30.  
22  
23 NRS 30.040(1) provides:

24       Any person interested under a deed, written contract or other writings constituting a contract,  
25 or whose rights, status or other legal relations are affected by a statute, municipal ordinance,  
26 contract or franchise, may have determined any question of construction or validly arising  
27 under the instrument, statute, ordinance, contract or franchise and obtain a declaration of  
28 rights, status or other legal relations thereunder.

...



1 Actions for declaratory relief are governed by the same liberal pleading standards applied in other  
2 civil actions, but they must raise a present justiciable issue. Cox v. Glenbrook Co., 78 Nev. 254,  
3 267-268, 371 P.2d 647, 766 (1962). Here, a present justiciable issue exists as PANORAMA  
4 TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION served the Builders with a notice  
5 of constructional defects pursuant to NRS 40.645 on February 24, 2016, and later demonstrated its  
6 intention to purchase the claims through this litigation. As noted above, the Contractors propose the  
7 remaining claim for constructional defects within the windows is time-barred by virtue of the six-  
8 year statute of repose enacted retroactively by the 2015 Nevada Legislature through AB 125. As set  
9 forth in their First Cause of Action, the Builders seek a declaration from this Court as to the rights,  
10 responsibilities and obligations of the parties as they pertain to the association's claim. As the  
11 parties have raised arguments concerning the application of both statutes of repose and limitation,  
12 this Court begins its analysis with a review of them.  
13

14  
15 4. The statutes of repose and limitation are distinguishable and distinct from each other.  
16 "Statutes of repose' bar causes of action after a certain period of time, regardless of whether  
17 damage or an injury has been discovered. In contrast, 'statutes of limitation' foreclose suits after a  
18 fixed period time following occurrence or discovery of an injury." Alenz v. Twin Lakes Village,  
19 108 Nev. 1117, 1120, 843 P.2d 834, 836 (1993), *citing* Allstate Insurance Company v. Furgerson,  
20 104 Nev. 772, 775 n.2, 766 P.2d 904, 906 n.2 (1988). Of the two, the statute of repose sets an  
21 outside time limit, generally running from the date of substantial completion of the project and with  
22 no regard to the date of injury, after which cause of action for personal injury or property damage  
23 allegedly caused by the deficiencies in the improvements to real property may not be brought. G  
24 and H Associates v. Ernest W. Hahn, Inc., 113 Nev. 265, 271, 934 P.2d 229, 233 (1977), *citing*  
25 Lamb v. Wedgewood South Corp., 308 N.C. 419302 S.E.2d 868, 873 (1983). While there are  
26

27 ...  
28

1 instances where both the statutes of repose and limitations may result to time-bar a particular claim,  
2 there also are situations where one statute obstructs the cause of action, but the other does not.

3         5.       NRS Chapter 11 does not set forth a specific statute of limitations dealing with the  
4 discovery of constructional defects located within a residence. However, the Nevada Supreme Court  
5 has held these types of claims are subject to the “catch all” statute, NRS 11.220. *See Hartford*  
6 *Insurance Group v. Statewide Appliances, Inc.*, 87 Nev. 195, 198, 484 P.2d 569, 571 (1971).<sup>6</sup> This  
7 statute specifically provides “[a]n action for relief, not hereinbefore provided for, must be  
8 commenced within 4 years after the cause of action shall have accrued.”  
9

10         6.       The four-year limitations period identified in NRS 11.220 begins to run at the time  
11 the plaintiff learns, or in the exercise of reasonable diligence should have learned of the harm to the  
12 property caused by the constructional defect. *Tahoe Village Homeowners Association v. Douglas*  
13 *County*, 106 Nev. 660, 662-664, 799 P.2d 556, 558 (1990), *citing Oak Grove Investment v. Bell &*  
14 *Gossett Co.*, 99 Nev. 616621-623, 669 P.2d 1075, 1078-1079 (1983); *also see G and H Associates,*  
15 *113 Nev. at 272, 934 P.2d at 233, citing Nevada State Bank v. Jamison Partnership*, 106 Nev. 792,  
16 800, 801 P.2d 1377, 1383 (1990) (statutes of limitations are procedural bars to a plaintiff’s action;  
17 the time limits do not commence and the cause of action does not accrue until the aggrieved party  
18 knew or reasonably should have known of the facts giving rise to the damage or injury); *Beazer*  
19 *Homes Nevada, Inc. v. District Court*, 120 Nev. 575, 587, 97 P.3d 1132, 1139 (2004) (“For  
20 constructional defect cases, the statute of limitations does not begin to run until ‘the time the  
21 plaintiff learns, or in the exercise of reasonable diligence should have learned, of the harm to the  
22 property.’”).  
23  
24

25  
26         <sup>6</sup>In *Hartford Insurance Group*, an action was brought for damages to a home caused by an explosion of a heater  
27 made for use with natural as opposed to propane gas. The State’s high court held such matter was not an “action for  
28 waste or trespass to real property” subject to a three-year statute of limitation nor was it an “action upon a contract...not  
founded upon an instrument in writing” even though plaintiff sued under a theory of breach of express and implied  
warranties. *See* NRS 11.190. This action fell into the “catch all” section, NRS 11.220, the statute of limitations of  
which is four (4) years.



1           7.       Prior to February 25, 2015, when AB 125 was enacted into law, the statutes of repose  
2 were contained in NRS 11.203 through 11.205, and they barred actions for deficient construction  
3 after a certain number of years from the date the construction was substantially completed. *See*  
4 Alenz, 108 Nev. at 1120, 843 P.2d at 836. NRS 11.203(1) provided an action based on a known  
5 deficiency may not be brought “more than 10 years after the substantial completion of such an  
6 improvement.” NRS 11.204(1) set forth an action based on a latent deficiency may not be  
7 commenced “more than 8 years after the substantial completion of such an improvement....” NRS  
8 11.205(1) stated an action based upon a patent deficiency may not be commenced “more than 6  
9 years after the substantial completion of such an improvement....” Further, and notwithstanding the  
10 aforementioned, if the injury occurred in the sixth, eighth or tenth year after the substantial  
11 completion of such an improvement, depending upon which statute of repose was applied, an action  
12 for damages for injury to property or person could be commenced within two (2) years after the date  
13 of injury. *See* NRS 11.203(2), 11.204(2) *and* 11.205(2) as effective prior to February 24, 2015.

14  
15  
16           8.       In addition, prior to the enactment of AB 125, NRS 11.202 identified an exception to  
17 the application of the statute of repose. This exception was the action could be commenced against  
18 the owner, occupier or any person performing or furnishing the design, planning, supervision or  
19 observation of construction, or the construction of an improvement to real property *at any time* after  
20 the substantial completion where the deficiency was the result of willful misconduct or fraudulent  
21 misconduct. For the NRS 11.202 exception to apply, it was the plaintiff, not the defendant, who had  
22 the burden to demonstrate defendant’s behavior was based upon willful misconduct. *See Acosta v.*  
23 Glenfed Development Corp., 128 Cal.App.4<sup>th</sup> 1278, 1292, 28 Cal.Rptr.3d 92, 102 (2005).

24  
25           9.       AB 125 made sweeping revisions to statutes addressing residential construction  
26 defect claims. One of those changes included revising the statutes of repose from the previous six  
27 (6), eight (8) and ten (10) years to no “more than 6 years after the substantial completion of such an  
28

1 improvement..." See NRS 11.202 (as revised in 2015). As set forth in Section 17 of AB 125, NRS

2 11.202 was revised to state in pertinent part as follows:

3 1. No action may be commenced against the owner, occupier or any person performing or  
4 furnishing the design, planning, supervision or observation of construction, or the  
5 construction of an improvement to real property *more than 6 years* after the substantial  
6 completion of such an improvement for the recovery of damages for:

7 (a) Any deficiency in the design, planning, supervision or observation of  
8 construction or the construction of such an improvement;

9 (b) Injury to real or personal property caused by any such deficiency; or

10 (c) Injury to or the wrongful death of a person caused by any such deficiency.

11 (Emphasis added)

12 In addition, the enactment of AB 125 resulted in a deletion of the exception to the application of the  
13 statute of repose based upon the developer's willful misconduct or fraudulent concealment.

14 **10.** Section 21(5) of AB 125 provides the period of limitations on actions set forth NRS  
15 11.202 is to be applied *retroactively* to actions in which the substantial completion of the  
16 improvement to the real property occurred before the effective date of the act. However, Section  
17 21(6) also incorporated a "safe harbor" or grace period, meaning actions that accrued before the  
18 effective date of the act are not limited if they are commenced within one (1) year of AB 125's  
19 enactment, or no later than February 24, 2016.

20 **11.** NRS 11.2055 identifies the date the statute of repose begins to run in constructional  
21 defect cases, to wit: the date of substantial completion of improvement to real property. NRS  
22 11.2055(1) provides:

23 1. Except as otherwise provided in subsection 2, for the purposes of this section and  
24 NRS 11.202, the date of substantial completion of an improvement to real property shall be  
25 deemed to be the date on which:

26 (a) The final building inspection of the improvement is conducted;

27 (b) A notice of completion is issued for the improvement; or

28 (c) A certificate of occupancy is issued for the improvement, whichever  
occurs later.

...



1 NRS 11.2055(2) states “[i]f none of the events described in subsection 1 occurs, the date of  
2 substantial completion of an improvement to real property must be determined by the rules of the  
3 common law.”

4       **12.** While the statute of repose’s time period was shortened, NRS 40.600 to 40.695’s  
5 tolling provisions were not retroactively changed. That is, statutes of limitation or repose applicable  
6 to a claim based upon a constructional defect governed by NRS 40.600 to 40.695 *still* toll deficiency  
7 causes of action from the time the NRS 40.645 notice is given until the earlier of one (1) year after  
8 notice of the claim or thirty (30) days after the NRS 40.680 mediation is concluded or waived in  
9 writing. *See* NRS 40.695(1). Further, statutes of limitation and repose may be tolled under NRS  
10 40.695(2) for a period longer than one (1) year after notice of the claim is given but only if, in an  
11 action for a constructional defect brought by a claimant after the applicable statute of limitation or  
12 repose has expired, the claimant demonstrates to the satisfaction of the court good cause exists to toll  
13 the statutes of limitation and repose for a longer period.  
14

15       **13.** In this case, the Owners’ Association argues the Builders have not provided sufficient  
16 information to determine when the statute of repose started to accrue, and without it, this Court  
17 cannot decide the motion for summary judgment. Specifically, PANORAMA TOWERS  
18 CONDOMINIUM UNIT OWNERS’ ASSOCIATION proposes the Builders have identified only  
19 one date addressed within NRS 11.2055(1), and to establish the date of accrual, this Court needs all  
20 three as the defining date is the one which occurs last. This Court disagrees with the Association’s  
21 assessment the date of substantial completion has not been established for at least a couple of  
22 reasons. *First*, the Builders did not provide just one date; they identified two events addressed in  
23 NRS 11.2055, i.e. the date of the final building inspection and when the Certificate of Occupancy  
24 was issued as identified in Exhibits C and D of their motion. Those dates are March 16, 2007 and  
25 January 16, 2008, respectively, for Tower I, and July 16, 2007 and March 26, 2008, respectively, for  
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1 Tower II. *Second*, this Court does not consider the Builders' inability or failure to provide the date  
2 of the third event, i.e. when the notice of completion was issued, as fatal to the motion, especially  
3 given the common-law "catch-all" provision expressed in NRS 11.2055(2) that applies if none of the  
4 events described in NRS 11.2055(1) occurs. This Court concludes the dates of substantial  
5 completion are January 16, 2008 (Tower I) and March 16, 2008 (Tower II), respectively, as these  
6 dates are the latest occurrences. Given this Court's decision, the dates of substantial completion  
7 obviously accrued before the enactment of AB 125. Applying the aforementioned analysis to the  
8 facts here, this Court concludes the statute of repose applicable to the Association's constructional  
9 defects claim is six (6) years, but, as it accrued prior to the effective date of AB 125 or February 24,  
10 2015, the action is not limited if it was commenced within one (1) year after, or by February 24,  
11 2016.  
12

13       **14.** In this case, the Association served its NRS 40.645 constructional defect notice on  
14 February 24, 2016, or the date the one-year "safe harbor" was to expire. The service of the NRS  
15 40.645 notice operated to toll the applicable statute of repose until the earlier of one (1) year after  
16 notice of the claim or thirty (30) days after the NRS 40.680 mediation is concluded or waived in  
17 writing. *See* NRS 40.695(1). The NRS 40.680 mediation took place and was concluded on  
18 September 26, 2016. Applying the earlier of the two expiration dates set forth in NRS 40.695, the  
19 statute of repose in this case was tolled thirty (30) days after the mediation or until October 26, 2016,  
20 which is earlier than the one (1) year after the notice was served. PANORAMA TOWERS  
21 CONDOMINIUM UNIT OWNERS' ASSOCIATION had up to and including October 26, 2016 to  
22 institute litigation or its claims would be time-barred.  
23

24       **15.** PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION filed  
25 its Counter-Claim against the Builders on March 1, 2017, over four (4) months after October 26,  
26 2016. As noted above, in the Builders' view, the constructional defect claims relating to the  
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1 windows, therefore, are time-barred. The Association disagrees, arguing its Counter-Claim was  
2 compulsory, and it relates back to the date of the Complaint's filing, September 28, 2016.

3 Alternatively, the Association counter-moves this Court for relief, and to find good cause exists to  
4 toll the statute of repose for a longer period given its diligence in prosecuting the constructional  
5 defect claims against the Builders. The Court analyzes both of the Association's points below.

6       **16.**     NRCP 13 defines both compulsory and permissive counter-claims. A counter-claim  
7 is compulsory if it arises out of the transaction or occurrence that is the subject matter of the  
8 opposing party's claim and does not require for its adjudication the presence of third parties of  
9 whom the court cannot acquire jurisdiction. *See* NRCP 13(a). The purpose of NRCP 13(a) is to  
10 make an "actor" of the defendant so circuity of action is discouraged and the speedy settlement of all  
11 controversies between the parties can be accomplished in one action. *See* Great W. Land & Cattle  
12 Corp. v. District Court, 86 Nev. 282, 285, 467 P.2d 1019, 1021 (1970). In this regard, the  
13 compulsory counter-claimant is forced to plead his claim or lose it. *Id.* A counter-claim is  
14 permissive if it does not arise out of the transaction or occurrence that is the subject matter of the  
15 opposing party's claim. *See* NRCP 13(b).

16       **17.**     Here, PANORAMA TOWERS CONDOMINIUM UNIT OWNERS'  
17 ASSOCIATION proposes its counter-claims are compulsory as they arise out of the same  
18 transaction or occurrence that is the subject matter of the Builders' claims. This Court disagrees.  
19 The Builders' claims are for breach of the prior settlement agreement and declaratory relief  
20 regarding the sufficiency of the NRS 40.645 notice and application of AB 125. The Association's  
21 counter-claims of negligence, intentional/negligent disclosure, breach of sales contract, products  
22 liability, breach of express and implied warranties under and violations of NRS Chapter 116, and  
23 breach of duty of good faith and fair dealing are for monetary damages as a result of constructional  
24 defects to its windows in the two towers. If this Court ruled against the Builders on their Complaint,  
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1 the Association would not have lost their claims if they had not pled them as counter-claims in the  
2 instant lawsuit. In this Court's view, the Association had two options: it could make a counter-claim  
3 which is permissive or assert its constructional defect claims in a separate Complaint. Here, it  
4 elected to make the permissive counter-claim. The counter-claim does not relate back to the filing  
5 of the Complaint, September 28, 2016.

6       18.     However, even if this Court were to decide the counter-claim was compulsory,  
7 meaning the Association was forced to plead its claims in the instant case or lose them, the pleading  
8 still would not relate back to the date of the Complaint' filing. As noted in Nevada State Bank v.  
9 Jamison Family Partnership, 106 Nev. 792, 798, 801 P.2d 1377, 1381 (1990), statutes of limitation  
10 and repose were enacted to "'promote repose by giving security and stability to human  
11 affairs....They stimulate to activity and punish negligence.'" *Citing* Wood v. Carpenter, 101 U.S.  
12 135, 139, 25 L.Ed.2d 807 (1879). Indeed, the key purpose of a repose statute is to eliminate  
13 uncertainties under the related statute of limitations or repose and to create a final deadline for filing  
14 suit that is not subject to any exceptions except perhaps those clearly specified by the state's  
15 legislature. Without a statute of repose, professionals, contractors and other actors would face  
16 never-ending uncertainty as to liability for their work. As stated by the Supreme Court in Texas in  
17 Methodist Healthcare System of San Antonio, Ltd., LLP v. Rankin, 53 Tex.Sup.Ct.J. 455, 307  
18 S.W.3d 283, 287 (2010), "'while statutes of limitations operate procedurally to bar the enforcement  
19 of a right, a statute of repose takes away the right altogether, creating a substantive right to be free of  
20 liability after a specified time.'" *Quoting* Galbraith Engineering Consultants, Inc. v. Pochucha, 290  
21 S.W.3d 863, 866 (Tex. 2009). For the reasons articulated above, the Nevada Supreme Court held  
22 the lower court did not err by finding a plaintiff, by instituting an action before the expiration of a  
23 statute of limitation, does not toll the running of that statute against compulsory counter-claims filed  
24 ...  
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1 by a defendant after the statute has expired. In short, whether the Association's counter-claims are  
2 compulsory or permissive, the filing of the Builders' Complaint did not toll the statute of repose.

3       **19.** The next question is whether good cause exists for this Court to toll the statute of  
4 repose for a longer period as so authorized in NRS 40.695(2). The Association proposes there is  
5 good cause given their diligence in prosecuting their constructional defect claims, and, as they are  
6 seeking tolling of only five (5) days after the one (1) year anniversary of the original NRS 40.645  
7 notice, the Builders' ability to defend the deficiency causes of action has not been adversely  
8 impacted. In making this argument, the Association seems to assume the tolling under NRS 40.695  
9 ended February 24, 2017, or one (1) year after it served the NRS 40.645 notice when, in actuality,  
10 the tolling ended October 26, 2016, or thirty (30) days after the NRS 40.680 mediation. *See*  
11 40.695(1). The Association does not show this Court good cause exists for its failure to institute  
12 litigation before October 26, 2016. Whether the Builders' ability to defend the Association's claim  
13 is not adversely affected is, therefore, not relevant to the issue of good cause. Accordingly, this  
14 Court declines tolling the statute of repose for a period longer than one (1) year after the NRS  
15 40.645 notice was made. The Builders' Motion for Summary Judgment is granted, and the  
16 Association's Conditional Counter-Motion for Relief is denied.

17       **20.** As this Court decides the six-year statute of repose bars the Association's  
18 constructional defect claims, it does not analyze the statute of limitations issue presented.

19       Therefore, based upon the foregoing Findings of Fact and Conclusions of Law,  
20

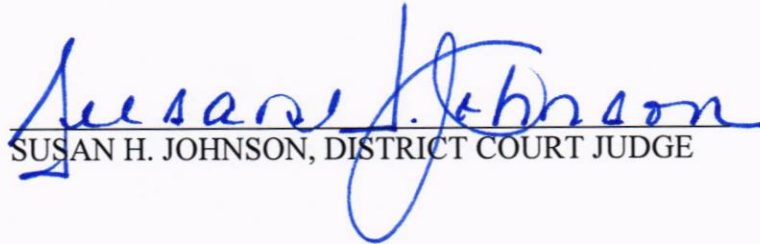
21       **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** Plaintiffs'/Counter-  
22 Defendants' Motion for Summary Judgment Pursuant to NRS 11.202(1) filed February 11, 2019 is  
23 granted; and  
24

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27 ...  
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1                   **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** Defendant's/Counter-  
2 Claimant's Conditional Counter-Motion for Relief Pursuant to NRS 40.695(2) filed March 1, 2019  
3 is denied.

4                   DATED this 23<sup>rd</sup> day of May 2019.

5  
6                     
7                   \_\_\_\_\_  
8                   SUSAN H. JOHNSON, DISTRICT COURT JUDGE  
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**CERTIFICATE OF SERVICE**

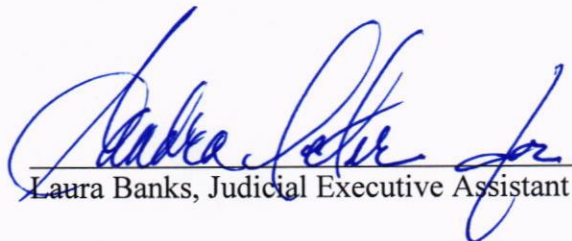
I hereby certify, on the 23<sup>rd</sup> day of May 2019, I electronically served (E-served), placed within the attorneys' folders located on the first floor of the Regional Justice Center or mailed a true and correct copy of the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER to the following counsel of record, and that first-class postage was fully prepaid thereon:

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\_\_\_\_\_  
Laura Banks, Judicial Executive Assistant



## File Into Existing Case

| Case Number   | Location      | Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Description | Case Type | Email             |
|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|-------------------|
| A-16-744146-D | Department 22 | Laurent Hallier, Plaintiff(s...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Chapter 40  |           |                   |
| 1             | 20            | <b>▶ Party: Laurent Hallier - Plaintiff</b><br><b>▼ Party: Panorama Towers Condominium Unit Owners Association - Defendant</b><br>Angela Embrey<br>a.embrey@kempjones.com<br>Michael J. Gayan<br>m.gayan@kempjones.com<br>Nicole McLeod<br>n.mcleod@kempjones.com<br>Patricia Ann Pierson<br>p.pierson@kempjones.com<br><b>▶ Party: Laurent Hallier - Counter Defendant</b><br><b>▶ Party: Panorama Towers I LLC - Plaintiff</b><br><b>▶ Party: Panorama Towers I LLC - Counter Defendant</b><br><b>▶ Party: Panorama Towers I Mezz LLC - Plaintiff</b><br><b>▶ Party: Panorama Towers I Mezz LLC - Counter Defendant</b><br><b>▶ Party: MJ Dean Construction Inc - Plaintiff</b><br><b>▶ Party: MJ Dean Construction Inc - Counter Defendant</b><br><b>▶ Party: Panorama Towers Condominium Unit Owners Association - Counter Claimant</b> |             |           |                   |
|               |               | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2           | 3         | 10 items per page |

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## File Into Existing Case

| Case Number                     | Location                          | Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Description | Case Type | Email |                                 |                          |                           |                        |            |                            |            |                                 |                |                       |                    |                           |                   |                          |                   |                       |              |                                   |              |                     |                   |                         |                  |                        |                 |                         |                  |                                |                 |                         |               |                    |                  |                            |                |                              |                   |                          |              |                       |                  |                          |                  |                               |           |                        |                    |                           |              |                       |                    |                             |               |                       |
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| A-16-744146-D                   | Department 22                     | Laurent Hallier, Plaintiff(s)...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Chapter 40  |           |       |                                 |                          |                           |                        |            |                            |            |                                 |                |                       |                    |                           |                   |                          |                   |                       |              |                                   |              |                     |                   |                         |                  |                        |                 |                         |                  |                                |                 |                         |               |                    |                  |                            |                |                              |                   |                          |              |                       |                  |                          |                  |                               |           |                        |                    |                           |              |                       |                    |                             |               |                       |
| 1                               | 20                                | <p>► Party: Southern Nevada Paving Inc - Counter Defendant</p> <p>► Party: Insulpro Inc - Counter Defendant</p> <p>▼ Other Service Contacts</p> <table border="1"> <tbody> <tr><td>"Charles ""Dee"" Hopper, Esq. "</td><td>CDHopper@lynchhopper.com</td></tr> <tr><td>"Francis I. Lynch, Esq. "</td><td>FLynch@lynchhopper.com</td></tr> <tr><td>Ben Ross .</td><td>Ben@litigationservices.com</td></tr> <tr><td>Calendar .</td><td>calendar@litigationservices.com</td></tr> <tr><td>Colin Hughes .</td><td>colin@lynchhopper.com</td></tr> <tr><td>Crystal Williams .</td><td>cwilliams@bremerwhyte.com</td></tr> <tr><td>Darlene Cartier .</td><td>dcartier@bremerwhyte.com</td></tr> <tr><td>Debbie Holloman .</td><td>dholloman@jamsadr.com</td></tr> <tr><td>Depository .</td><td>Depository@litigationservices.com</td></tr> <tr><td>Floyd Hale .</td><td>fhale@floydhale.com</td></tr> <tr><td>Jennifer Juarez .</td><td>jjuares@lynchhopper.com</td></tr> <tr><td>Peter C. Brown .</td><td>pbrown@bremerwhyte.com</td></tr> <tr><td>Rachel Bounds .</td><td>rbounds@bremerwhyte.com</td></tr> <tr><td>Scott Williams .</td><td>swilliams@williamsgumbiner.com</td></tr> <tr><td>Shauna Hughes .</td><td>shughes@lynchhopper.com</td></tr> <tr><td>Terri Scott .</td><td>tscott@fmlegal.com</td></tr> <tr><td>Vicki Federoff .</td><td>vicki@williamsgumbiner.com</td></tr> <tr><td>Wendy Jensen .</td><td>wjensen@williamsgumbiner.com</td></tr> <tr><td>Kimberley Chapman</td><td>kchapman@bremerwhyte.com</td></tr> <tr><td>Christie Cyr</td><td>ccyr@leachjohnson.com</td></tr> <tr><td>Devin R. Gifford</td><td>dgifford@bremerwhyte.com</td></tr> <tr><td>Terry Kelly-Lamb</td><td>tkelly-lamb@kringandchung.com</td></tr> <tr><td>Nancy Ray</td><td>nray@kringandchung.com</td></tr> <tr><td>Alondra A Reynolds</td><td>areynolds@bremerwhyte.com</td></tr> <tr><td>Jeff W. Saab</td><td>jsaab@bremerwhyte.com</td></tr> <tr><td>Robert L. Thompson</td><td>rthompson@kringandchung.com</td></tr> <tr><td>Jennifer Vela</td><td>Jvela@bremerwhyte.com</td></tr> </tbody> </table> |             |           |       | "Charles ""Dee"" Hopper, Esq. " | CDHopper@lynchhopper.com | "Francis I. Lynch, Esq. " | FLynch@lynchhopper.com | Ben Ross . | Ben@litigationservices.com | Calendar . | calendar@litigationservices.com | Colin Hughes . | colin@lynchhopper.com | Crystal Williams . | cwilliams@bremerwhyte.com | Darlene Cartier . | dcartier@bremerwhyte.com | Debbie Holloman . | dholloman@jamsadr.com | Depository . | Depository@litigationservices.com | Floyd Hale . | fhale@floydhale.com | Jennifer Juarez . | jjuares@lynchhopper.com | Peter C. Brown . | pbrown@bremerwhyte.com | Rachel Bounds . | rbounds@bremerwhyte.com | Scott Williams . | swilliams@williamsgumbiner.com | Shauna Hughes . | shughes@lynchhopper.com | Terri Scott . | tscott@fmlegal.com | Vicki Federoff . | vicki@williamsgumbiner.com | Wendy Jensen . | wjensen@williamsgumbiner.com | Kimberley Chapman | kchapman@bremerwhyte.com | Christie Cyr | ccyr@leachjohnson.com | Devin R. Gifford | dgifford@bremerwhyte.com | Terry Kelly-Lamb | tkelly-lamb@kringandchung.com | Nancy Ray | nray@kringandchung.com | Alondra A Reynolds | areynolds@bremerwhyte.com | Jeff W. Saab | jsaab@bremerwhyte.com | Robert L. Thompson | rthompson@kringandchung.com | Jennifer Vela | Jvela@bremerwhyte.com |
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|                                 |                                   | items per page                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |           |       |                                 |                          |                           |                        |            |                            |            |                                 |                |                       |                    |                           |                   |                          |                   |                       |              |                                   |              |                     |                   |                         |                  |                        |                 |                         |                  |                                |                 |                         |               |                    |                  |                            |                |                              |                   |                          |              |                       |                  |                          |                  |                               |           |                        |                    |                           |              |                       |                    |                             |               |                       |

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Version: 2017.2.5.7059

# EXHIBIT "B"

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EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company and M.J. DEAN  
CONSTRUCTION, INC., a Nevada Corporation,

Plaintiffs,

vs.

PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
non-profit corporation,

Defendant.

PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
non-profit corporation, and Does 1 through 1000,

Counter-claimant,

CASE NO: A-16-744146-D

DEPT. NO: XXII

**PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION'S  
AMENDED NOTICE OF CLAIMS  
PURSUANT TO NRS § 40.645**

1 vs.

2 LAURENT HALLIER, an individual;  
3 PANORAMA TOWERS I, LLC, a Nevada  
4 limited liability company; PANORAMA  
5 TOWERS I MEZZ, LLC, a Nevada limited  
6 liability company; M.J. DEAN  
7 CONSTRUCTION, INC., a Nevada Corporation;  
8 SIERRA GLASS & MIRROR, INC.; F.  
9 ROGERS CORPORATION,; DEAN ROOFING  
10 COMPANY; FORD CONTRACTING, INC.;  
11 INSULPRO, INC.; XTREME XCAVATION;  
12 SOUTHERN NEVADA PAVING, INC.;  
13 FLIPPINS TRENCHING, INC.; BOMBARD  
14 MECHANICAL, LLC; R. RODGERS  
15 CORPORATION; FIVE STAR PLINBING &  
16 HEATING, LLC, dba Silver Star Plumbing; and  
17 ROES 1 through 1000, inclusive,

18  
19 Counter-defendants.

20  
21 PLEASE TAKE NOTICE that Defendant and Counter-claimant Panorama Towers  
22 Condominium Unit Owners' Association, a Nevada non-profit corporation (the "Association"),  
23 hereby provides amended notice of claims for constructional defects (as the term is defined and used  
24 is NRS § 40.600 – 40.695) against Plaintiff and Counter-defendants as captioned and identified  
25 above (the "Builders"). Said claims include those arising directly from the defects described herein  
26 as well as any and all other rights of claim or causes of action under any other statutory or common  
27 law rights which the Association may have against the Builders, and each of them individually,  
28 jointly and severally.

#### 29 AMENDED CHAPTER 40 NOTICE

30 This Amended Notice is being given to satisfy the requirements of NRS 40.645. The  
31 Association intends to pursue claims against the Counter-defendants identified above pursuant to  
32 Nevada Revised Statutes (NRS) 40.600 *et seq.*, arising from defects in the design and construction of  
33 the Panorama Towers condominium development located at 4525 Dean Martin Drive, Las Vegas,  
34 Nevada (the "Development").

1 By virtue of this Amended Notice, you, and each of you, must also take notice that you have  
2 certain timely obligations to the Association herein above described, as well as to persons, firms or  
3 corporations with whom or which you may have contracted to perform the work complained of at  
4 the Development, all under the provisions of NRS § 40.646 – 40.649, inclusive.

5 This Amended Notice incorporates by reference and amends the previous Notice dated  
6 February 24, 2016, including the Verification signed under penalty of perjury by a member of the  
7 executive board and/or an officer of the Association verifying that each such defect, damage and  
8 injury specified in the Notice exists, with respect to the following claims:

9 **1. Residential tower windows**

10 There are two residential tower structures in the Development, consisting of 616  
11 condominium units located above common areas and retail spaces below. The window assemblies in  
12 the residential tower units were defectively designed such that water entering the assemblies does  
13 not have an appropriate means of exiting the assemblies.

14 The window assemblies were built in accordance with the project plans, which contained two  
15 significant design deficiencies that are identified in specific detail in the accompanying report  
16 prepared by the Association's architect, Karim Allana, which is attached hereto as "Exhibit A" and  
17 incorporated by reference:

- 18 1) Contrary to applicable requirements of the 2000 International Building Code, ASTM and  
19 ICBO standards, and the EIFS manufacturer's installation instructions, the plans failed to  
20 specify pan flashings at the rough openings for the windows.
- 21 2) Contrary to applicable requirements of the 2000 International Building Code, ASTM and  
22 ICBO standards, and the EIFS manufacturer's installation instructions, the plans failed to  
23 specify head flashings at the rough openings for the windows.

24 Because these flashings were not called for in the plans and specifications, they were not  
25 installed.

26 This is a design deficiency that exists in all (100%) of the residential tower window  
27 assemblies. The location of each of the windows installed in accordance with this defective design is  
28 marked on the exterior plan elevations for the two towers and attached hereto as "Exhibit B".

1 As a consequence of this deficiency, water that should have drained to the exterior of the  
2 building has been entering the metal framing components of the exterior wall and floor assemblies,  
3 including the curb walls that support the windows, and is causing corrosion damage to the metal  
4 parts and components within these assemblies as described and identified in Exhibit A. The resulting  
5 damage to the metal components of the tower structures presents an unreasonable risk of injury to a  
6 person or property resulting from the degradation of these structural assemblies.

## 7 **2. Residential tower exterior wall insulation**

8 The plans called for insulation/fire blocking, as required by the building code, in the ledger  
9 shelf cavities and steel stud framing cavities at the exterior wall locations between residential floors  
10 in the two tower structures. The purpose of this insulation is to act as a fire block provision to deter  
11 the spread of fire from one tower unit to the units above or below, and to prevent condensation from  
12 occurring within the exterior wall assemblies. However, the insulation was not installed as required  
13 by the plans and building code.

14 This installation deficiency exists in the majority of the locations where it is required for the  
15 616 residential tower units, in which insulation was omitted either from the ledger shelf cavity, from  
16 the steel stud framing cavity, or from both. From November of 2015, through January of 2016, 15  
17 units in the Development were inspected. Units were selected from different towers and with  
18 different exposures to obtain a mixed sampling. Of the ledger shelf cavities inspected, 76% had no  
19 fire blocking insulation and many of the steel stud framing cavities had questionable and/or a lack  
20 of proper fire blocking provisions. *See* Affidavit of Omar Hindiye In Support of Panorama's  
21 Opposition to Hallier's Motion for Partial Summary Judgment attached hereto as "Exhibit C".

22 This deficiency presents an unreasonable risk of injury to a person or property resulting from  
23 the spread of fire, and from the accumulation of additional moisture in the wall assemblies, thereby  
24 exacerbating the window drainage deficiency described above.

## 25 **3. Sewer problem**

26 The main sewer line connecting the Development to the city sewer system ruptured due to  
27 installation error during construction, causing physical damage to adjacent common areas.  
28

1 The rupture of the sewer line caused raw sewage to be deposited on the common area of the  
2 development in the location of the rupture. In addition to causing damage in the vicinity of the  
3 rupture, the defective installation presented an unreasonable risk of injury to a person or property  
4 resulting from the disbursement of unsanitary matter.

5 Because the Association had previously settled a suit against the Builders and had not yet  
6 discovered the window and insulation claims, it was assumed by the Association that this isolated  
7 incident would not be the subject of a Chapter 40 claim. The Association therefore repaired the  
8 ruptured sewer line without giving notice to the Builders.

9  
10 DATED: April 5, 2018

LYNCH HOPPER, LLP

11  
12 /s/ Francis Lynch  
13 Francis I. Lynch, Esq.  
14 Attorneys for Defendant and Counter-Claimant

15 **CERTIFICATE OF SERVICE**

16 The undersigned hereby certifies that on the 5<sup>th</sup> day of April, 2018, a copy of the foregoing,  
17 PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION'S AMENDED  
18 NOTICE OF CLAIMS PURSUANT TO NRS § 40.645, was electronically served through Odyssey  
19 upon Counsel for Plaintiffs/Counter-defendants and sent by certified mail, return receipt requested,  
20 to:

21  
22 BREMER WHYTE BROWN & O'MEARA LLP  
23 Peter C. Brown, Esq.  
24 Darlene M. Cartier, Esq.  
25 1160 N. Town Center Drive  
Suite 250  
Las Vegas, NV 89144

26 By:   
27  
28

# EXHIBIT "C"



1 Francis I. Lynch, Esq. (Nevada Bar No. 4145)  
Charles "Dee" Hopper, Esq. (Nevada Bar No. 6346)  
2 LYNCH HOPPER, LLP  
1210 S. Valley View Blvd., Suite 208  
3 Las Vegas, Nevada 89102  
4 Telephone:(702) 868-1115  
Facsimile:(702) 868-1114

5  
6 Scott Williams (California Bar No. 78588)  
WILLIAMS & GUMBINER LLP  
100 Drakes Landing Road, Suite 260  
7 Greenbrae, California 94904  
8 Telephone:(415) 755-1880  
Facsimile:(415) 419-5469  
9 (Admitted Pro Hac Vice)

10 *Counsel for Defendant*

11 EIGHTH JUDICIAL DISTRICT COURT  
12 CLARK COUNTY, NEVADA  
13

14 LAURENT HALLIER, an individual;  
15 PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
16 TOWERS I MEZZ, LLC, a Nevada limited  
liability company and M.J. DEAN  
17 CONSTRUCTION, INC., a Nevada Corporation,

18 Plaintiffs,

19 vs.

20 PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
21 non-profit corporation,

22 Defendant.

23  
24 PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
25 non-profit corporation, and Does 1 through 1000,

26 Counterclaimants,

27 vs.

28 LAURENT HALLIER, an individual:

CASE NO.: A-16-744146-D  
DEPT. NO.: XXII

1 PANORAMA TOWERS I, LLC, a Nevada  
2 limited liability company; PANORAMA  
3 TOWERS I MEZZ, LLC, a Nevada limited  
4 liability company; M.J. DEAN  
5 CONSTRUCTION, INC., a Nevada Corporation;  
6 SIERRA GLASS & MIRROR, INC.; F.  
7 ROGERS CORPORATION; DEAN ROOFING  
8 COMPANY; FORD CONTRACTING, INC.;  
INSULPRO, INC.; XTREME XCAVATION;  
SOUTHERN NEVADA PAVING, INC.;  
FLIPPINS TRENCHING, INC.; BOMBARD  
MECHANICAL, LLC; R. RODGERS  
CORPORATION; FIVE STAR PLUMBING &  
HEATING, LLC, dba Silver Star Plumbing; and  
ROES 1 through 1000, inclusive,

Counterdefendants.

**AFFIDAVIT OF OMAR HINDIYEH IN SUPPORT OF  
PANORAMA'S OPPOSITION TO  
HALLIER'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

STATE OF NEVADA       )  
                                  ) ss:  
COUNTY OF CLARK     )

I, Omar Hindiye, being first duly sworn, state as follows:

1. I received a Bachelor of Science degree in civil engineering from San Jose State University in 1978. I am a licensed general contractor in California (license no. 757672) and in Nevada (license no. 53133). I am the owner and president of CMA Consulting (CMA), formed in 1985, which specializes in construction management and forensic investigation services. A copy of my CV, which includes my licenses, certifications and professional affiliations, is attached hereto as Exhibit 1.

2. If called as a witness, I could and would testify to the matters stated herein based on my own personal knowledge.

3. CMA Consulting was retained by the Panorama Towers Condominium Unit Owners' Association in August, 2013, to investigate and repair leakage conditions in one of the units of the Panorama development, Unit 300, located on the third story of Tower 1, 4525 Dean

1 Martin Drive, Las Vegas. When CMA was retained, the walls had all already been opened by  
2 another contractor and the mold conditions in the wall assemblies had been remediated.

3 4. I was personally involved in all phases of CMA's investigation and repair of Unit  
4 300, which took place over the period August 2013 through July 2016, at a total cost of \$206,058  
5 (exclusive of demolition and mold remediation).

6 5. The conditions in Unit 300 that required repair were twofold:

7 (a) Window leakage – The exterior wall window assemblies were not  
8 properly designed with drainage provisions, such as sill pans and weepage components, with the  
9 result that water entering the window assemblies was not diverted to the exterior of the building,  
10 but instead drained into the wall assemblies below and adjacent to the windows, causing  
11 corrosion to the metal framing components of the exterior wall assemblies, including the curb  
12 walls that support the windows, thereby compromising the structural integrity of the exterior  
13 walls.

14 (b) Fire blocking and insulation – While investigating the leakage conditions  
15 in Unit 300, we discovered that insulation was missing in the ledger shelf cavities and that fire  
16 blocking was missing in the steel stud framing cavities at the exterior wall locations between  
17 residential floors in the two tower structures. The plans called for insulation and fire blocking, as  
18 required by the building code, at these locations. The purpose of the fire blocking and insulation  
19 is to deter the spread of fire from one tower unit to the units above or below, and to prevent  
20 condensation from occurring within the exterior wall assemblies.

21 6. From November, 2015, through January, 2016, CMA inspected 15 units in the  
22 two towers to determine if the conditions observed in Unit 300 existed in other units in the  
23 towers. Units in the two towers were selected from different floors and with different facing  
24 exposures to obtain a mixed sampling. The inspections, which typically included multiple  
25 locations within each unit inspected, included pulling back carpet, removing electrical outlet  
26 faceplates, pulling back baseboards and/or cutting through the sheetrock behind the baseboards.  
27 These inspections yielded the following results:

28 (a) Window leakage – The steel stud framing was found to be corroded as the

1 result of leakage in 76% of the window locations inspected.

2 (b) Fire blocking and insulation – Of the ledger shelf cavities inspected, 76%  
3 had no insulation. Many of the steel stud framing cavities had questionable and/or a lack of  
4 proper fire blocking provisions.

5 7. For purposes of responding to Hallier's motion, CMA was asked to estimate the  
6 costs that would be required to perform the following:

7 (a) Identify "in specific detail ... the exact location of each ... defect, damage  
8 and injury" related to (i) leakage through the window assemblies that is causing corrosion  
9 damage to the metal framing components of the building, and (ii) required fire blocking and  
10 insulation that is missing.

11 (b) Schedule and have a CMA representative "present" for inspections by  
12 Hallier's representatives to provide them with the identifications described in Paragraph 7(a),  
13 above.

14 8. In order to perform the above functions, the following steps would be required for  
15 each unit in each of the two towers:

16 (a) Preparation – It would be necessary to retain a contractor to first remove  
17 all furniture and fixtures adjacent or connected to the exterior walls of the unit, and pull back any  
18 carpeting from those areas. In the case of kitchens, this would include the removal of cabinetry  
19 and built-in kitchen appliances on the exterior walls. The removed furniture, fixtures and  
20 appliances would have to be stored in a secure location if there is insufficient room within the  
21 unit. The contractor would have to then provide protective floor coverings for paths of ingress  
22 and egress and the work areas adjacent to the exterior walls.

23 (b) Destructive testing – In order to identify "the exact location of each ...  
24 defect, damage and injury" related to (i) corrosion, mold and other damage caused by leaking  
25 windows, and (ii) missing insulation and fire blocking, the following destructive testing would  
26 be required: Remove all baseboards along the entire length of the exterior walls of the unit,  
27 remove all sheetrock covering the curbs below each of the windows, and remove all water proof  
28 membranes, mineral wool and fiberglass insulation from the curbs.

1 (c) Inspection – It would be necessary to have a CMA representative and  
2 Hallier’s representative present for the above testing to conduct an inspection to identify “in  
3 specific detail ... the exact location of each ... defect, damage and injury.” They would have to  
4 be present during the testing, instead of after the testing is completed, because, for example,  
5 evidence of “damage” – *e.g.*, evidence of biological growth on the back of sheetrock – would be  
6 removed during the testing. Notably, inherent delays are involved when scheduling mutually  
7 convenient dates and times when multiple parties are involved, which would add to the cost of  
8 the inspections.

9 (d) Put-back work – It be necessary following the inspection to have the  
10 contractor return and install insulation and waterproof membrane in all the curbs, reinstall  
11 cabinetry, fixtures and appliances that had been removed (and/or stored), touch-up paint the  
12 cabinetry, replace the sheetrock and baseboard that had been removed, repaint the baseboard,  
13 retexture and repaint the sheetrock on walls that had been painted, replace wallpaper or other  
14 wall coverings where appropriate, replace all carpeting furniture that had been removed (and/or  
15 stored) from the exterior wall locations.

16 9. CMA estimates that the foregoing expenses – for the work and materials provided  
17 by a contractor, storage of the occupant’s property, and charges for CMA’s services – would  
18 amount to an average cost of \$13,145 per unit. There are 616 “standard” units in the two towers,  
19 which would bring the total cost to \$8,097,320 (\$13,145 x 616 units) for the standard units. This  
20 does not include an additional 20 townhouse units, 12 lofts and retail and office space in the two  
21 towers, the testing and inspections of which would substantially increase this estimated cost.

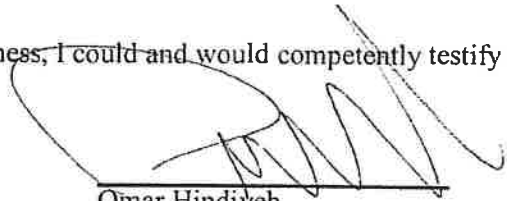
22 10. Also, the above cost does not include the cost of placing the occupants in  
23 temporary housing during the testing and inspections.

24 11. Performing the above described testing and inspections, at a cost of \$8,097,320  
25 for the 616 “standard” units, would result in a phenomenal waste of money, as all these costs  
26 would have to be duplicated when the Association subsequently undertakes to repair the defects  
27 involved.


28 12. I declare under the penalty of perjury under the laws of Nevada that the foregoing

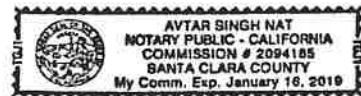
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is true and correct. If called as a witness, I could and would competently testify thereto.

  
Omar Hindiye

SUBSCRIBED and SWORN to before me this 26 day of April, 2017.

  
NOTARY PUBLIC



# EXHIBIT "D"

## EXPERIENCE

Michelle J. Robbins has over 35 years of experience in the construction industry and is both a licensed General Contractor and Architect. Her experience includes all aspects of design/development, bidding and construction. She has been involved with a wide-range of projects, including multi-family housing, childcare and senior day care centers, alcohol and drug rehabilitation facilities, custom homes, shelters for the homeless, historic preservation as well as hotel and commercial facilities.

Ms. Robbins' experience includes an emphasis on housing developments, involving architecture, construction documents, construction, bidding, contracts, construction safety, financing, land acquisition, insurance requirements, property management, project feasibility, environmental analysis, site analysis and building permit approval process.

Her focus in litigated matters has been in the assessment of claimed construction defects and the development of both the response and apportionment of fault to these claims. Ms. Robbins has been qualified as an expert and has participated in a multitude of construction litigated projects which include single-family residential, multi-family residential, office buildings, warehouse facilities, schools and community centers. These projects require code analysis, fault apportionment and repair recommendations. Her experience includes negotiations, settlement process in mediations and arbitrations, and she has been deposed and testified in trial.

While in practice for herself, Ms. Robbins was involved with the architecture, construction and development of over 1,200 apartment units that totaled over \$55,000,000 worth of construction. She was involved with design, development and construction of 30 custom residences and 12 childcare facilities.

Ms. Robbins has taught in the architecture departments at both the Southern California Institute of Architecture and the University of Nevada Las Vegas as an adjunct professor. The courses were in the area of Environmental Design, Architectural Design and Urban Planning.

Starting in January, 2009, Ms. Robbins was approved by the Nevada State Bar Association to teach Continuing Legal Education courses.

## WORK HISTORY

2016 – Present **Executive Manager** - *Madsen, Kneppers & Associates, Inc.*, Las Vegas, Nevada  
2003 – 2015 **Regional Manager** - *Madsen, Kneppers & Associates, Inc.*, Las Vegas, Nevada



## WORK HISTORY *continued*

|             |                                                                                                                             |
|-------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1993 – 2003 | Principal - Michelle Stalk (Robbins), Architect, Las Vegas, Nevada                                                          |
| 1998 – 2002 | Managing Member - Urban Construction Co., LLC, Las Vegas, Nevada                                                            |
| 1994 – 1997 | Adjunct Professor - University of Nevada, Las Vegas, Nevada                                                                 |
| 1989 – 1991 | Adjunct Professor - Southern California Institute of Architecture, Santa Monica, California                                 |
| 1983 – 1987 | Assistant to the Architect - Savel Architecture (part-time and full-time), Los Angeles, California                          |
| 1980 – 1998 | Principal - Designers + and Stalk + Stalk, Architecture, Planning, Development & Construction Firm, Los Angeles, California |

## EDUCATION

Bachelor of Arts Degree in Architecture, Southern California Institute of Architecture (SCI-ARC), Santa Monica, California, 1983

## CONTINUING EDUCATION

Numerous continuing education units and certificates received through attendance at seminars, lectures and symposiums on professional and construction related subjects.

## INSTRUCTOR - CONTINUING LEGAL EDUCATION

Accredited Continuing Legal Education (CLE) Instructor in the state(s) of Nevada and Arizona, in the following topics:

Course 1 – Building Codes, Disciplines and Construction Documents

Course 2 – Building Components and Sub-Contractors

Course 3 – Roofs and Decks

Course 4 – Stucco, Windows, Sliding Glass Doors & Entry Doors

Course 5 – ADA, Fire-Rated Walls, Bathroom Tile & Shower Enclosures and CMU Walls

## PROFESSIONAL CERTIFICATIONS & AFFILIATIONS

American Institute of Architects, Member

American Architectural Manufacturers Association, Member

National Council of Architectural Registration Board, Certificate No. 44084

## PROFESSIONAL ARCHITECT LICENSES

|            |              |
|------------|--------------|
| Arizona    | 63594        |
| California | C21391       |
| Colorado   | ARC.00404475 |
| Florida    | AR98162      |
| Nevada     | 3169         |
| New Mexico | 005878       |
| Texas      | 26404        |

## GENERAL CONTRACTOR LICENSES

California - 1002821, Responsible Managing Employee, *Madsen, Kneppers & Associates, Inc.*  
Nevada - 54156, bid limit \$9,500,000, Qualified Individual, *Madsen, Kneppers & Associates, Inc.*  
Utah - 8375252-5501, Qualifier, *Madsen, Kneppers & Associates, Inc.*

## AWARDS & HONORS

Award of Merit for Restoration of the Chernow House Shelter - City of Los Angeles Conservancy  
Commendations for Design & Planning of Remodel of Governor's Mansion - Nevada  
Commended for Work with the Homeless - City of Los Angeles, California  
Women's Outstanding Achievement Award - Nevada

# EXHIBIT "E"

## SIMON LOADSMAN

904 Silver Spur Road #342, Rolling Hills Estates CA 90274  
Office (424) 772-1296 ▪ Cell (562) 761-3087  
e-mail: simon@thewindowmen.com

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### FENESTRATION CONSULTANT

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Expert, hands-on professional with 30+ years' experience on two continents. Worked in window manufacturing factory, managed large window installation company and owned and operated a glass company in England. Developed strong management skills and experience by owning and operating window & door manufacturing, installation and design companies in California.

### PROFESSIONAL EXPERIENCE

- Seasoned expert witness with 13 years of experience in construction-related litigation and consulting related to windows, doors, hi-rise, and commercial glazing.
- Retained to consult in 500+ lawsuits or construction projects regarding window, door, and glazing issues.
- Participated in numerous mediations, depositions and trial related activities, including testifying in court.
- Provided technical evaluation and facilitated resolution to insurance related claims related to fire, flood, personal injury and other types of damage.
- Proven technical expertise in all phases of residential and commercial construction gained through 30+ years of hands-on experience in the construction industry.
- Highly experienced in performing preconstruction and forensic analysis and able to assess inferior workmanship, construction defects, malfeasance, and product design issues.
- Skilled at applying a strong knowledge of industry standards to reach equitable conclusions.
- Effective communicator adept at presenting technical subjects in easily understood language.
- Designed window products of aluminum and vinyl, including material selection, application, and functionality which were tested and consequently, certified by a national laboratory and put into production.
- Proficient knowledge of construction techniques, building codes and standards.
- Knowledge of building design systems, components, and applications for residential and commercial buildings.
- Installed fenestration products including windows, doors, store front and curtain wall systems.
- Designed weather resistant flashing and waterproofing systems.
- Creation of installation protocol and development of scopes of work for architects and contractors.
- Experienced in cutting glass, manufacturing of insulated glass, cutting and welding of vinyl and aluminum framing systems.

#### Partner

Reid Loadsman Fenestration Consultants LLC. – Los Angeles, CA / Las Vegas, NV  
▪ Expert Witness and Fenestration Consultant

2016- present

#### Senior Associate

Kenneth G. Reid & Associates, LLC. – Los Angeles, CA / Las Vegas, NV

2006 - 2015

- Conduct site inspections; review specifications and defect lists.
- Execute cost analysis of new and repair projects to control costs and achieve maximum quality standards.
- Provide consultation to glass, window and door manufacturers
- Conduct forensic testing; Prepare documents for mediation, arbitration and trial.
- Attend mediations and trial preparations for the full range of fenestration products and issues.
- Strong negotiating and conflict resolution skills.

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**Vice President** 1999 - 2002  
Vinyl Window Systems, Inc. – Inglewood, CA

- Manufacturer / Designer / Manager of custom-made vinyl window and door systems.
- Managed installation division for custom-made vinyl window and door systems.
- Facilitated research and development of new prototype systems.

**Owner / President** 1993 - 2018  
Clearlite Window Systems, Inc. – Rolling Hills Estates, CA

- Performed installation of fenestration projects for residential and commercial developments.
- Specialized in both new and remodel residential projects ranging from modest homes, classical estates to cutting-edge contemporary structures.
- Conducted site inspections and generated analytic reports.
- Custom designed weather resistant flashing and waterproofing systems according to customer, architect, installer, and purchaser requirements.
- Trained staff in proper compliance with codes and standards and technical understanding of product compatibility to ensure successful installation.

**Salesman** 1991-1993  
Circle Group- Long Beach, CA

- Sold new and used cars and trucks.

**Installation Manager** 1989-1991  
Goldstone Double Glazing- Brighton, England

- Supply and installation of vinyl and aluminum windows and doors.
- Manufactured insulated glass units.

**Manufacturing Manager** 1986-1989  
Sussex Replacement Windows- Hove, England

- Manufactured aluminum and vinyl windows.
- Manufactured insulated glass units.

**Owner** 1984-1986  
Reflects Glass Company- Hove, England

- Glass and window replacement supply and installation.
- Manufactured insulated glass units.

#### LICENSURE

- C-17 – Glazing Contractor (California #757202)

#### PROFESSIONAL AFFILIATIONS

- ♦ Member, ASTM (American Society for Testing and Materials)
- ♦ Member, AAMA (American Architectural Manufacturers Association)
- ♦ Attend task group meetings and participate in review meetings at ASTM and AAMA

#### EDUCATION

- Brighton Technical College (civil engineering), Brighton, England 1982-1984
- Blatchington Mill School, Hove, England

## Fee Schedule

**Services:**

|                                                                    |                   |
|--------------------------------------------------------------------|-------------------|
| Field inspections                                                  |                   |
| Document review                                                    |                   |
| Research and interpretation of standards and codes                 |                   |
| Review of depositions and cost analyses                            |                   |
| Teleconferences                                                    | \$185.00 per hour |
| Depositions and trial appearances (Minimum of 4 hours)             | \$400.00 per hour |
| Field testing (2 man crew for AAMA and ASTM standards)<br>+ travel | \$ (please call)  |
| Mileage                                                            | \$0.50 per mile   |
| Travel expense (Air, Auto Rentals, Lodging, etc.)                  | At Cost           |
| Photos and reproductions                                           | At Cost           |
| Minimum billing, per case files                                    | \$500.00          |
| Billing submitted monthly, terms 30 days net                       |                   |

Revised October, 2018

Simon Loadsman Deposition & Trial History

| Case Name                         | Project Location       | Deposition Location           | Trial                             | Expert Testimony                                                                                      |
|-----------------------------------|------------------------|-------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------|
| Goetting v. Rockhill/Anderegg     | Saratoga, CA           | 10/24/18<br>San Jose, CA      |                                   | Installation of aluminum clad wood windows in a single-family home.                                   |
| Abella HOA v. Signature           | San Pablo, California  | 2/8/18<br>Oakland, CA         | 3/20/18 - 3/21/18<br>Martinez, CA | Supply and installation of vinyl windows in condominium project.                                      |
| Park v. Meritage Homes            | Las Vegas, Nevada      | 1/30/18<br>Las Vegas, NV      |                                   | Supply and installation of vinyl windows in multiple single-family homes.                             |
| Cedola v PN II (Pulte Homes)      | Las Vegas, Nevada      | 1/23/18<br>Las Vegas, NV      |                                   | Supply and installation of vinyl windows in multiple single-family homes.                             |
| Shioji v PN II (Pulte Homes)      | Las Vegas, Nevada      | 6/7/17<br>Las Vegas, NV       |                                   | Supply and installation of vinyl windows in multiple single-family homes.                             |
| Bard v. Meritage Homes            | Las Vegas, Nevada      | 12/15/16<br>Las Vegas, NV     |                                   | Supply and installation of vinyl windows in multiple single-family homes.                             |
| Vann v. Woodside                  | Stockton, California   | 5/2/16<br>San Ramon, CA       |                                   | Installation of vinyl windows in multiple single-family homes.                                        |
| Kilroy Realty v. Reno Contracting | San Diego, California  | 4/18/16<br>San Diego, CA      |                                   | Storefront and curtainwall window system supply and installation in light commercial/office building. |
| NIM Emerald                       | Albuquerque New Mexico | 11/24/15<br>Orange County, CA |                                   | Storefront window system supply and installation in light commercial/office building.                 |

# EXHIBIT "F"





## PROFESSIONAL CURRICULUM VITAE OF ROBERT M. SMITH, P.E.

**Profession:**      **Mechanical Engineer**

HVAC, Clean-room and Laboratories, Central Utility Plants, Thermal Energy Storage, Waste & Vent Plumbing, Domestic Water Supply, Fire Protection, Controls/Automation, Fire Alarm, Energy Engineering, Energy Management, Energy Measurement/Sub-Metering, Property Condition Assessment, Commissioning Authority, Reporting and Presentation

**Security Professional**

Physical Security Design, Threat & Vulnerability Assessment, Fire Alarm Design, Alarm & Access Control, Video Surveillance, Event Evaluation, Recommendations

**Licenses:**

Mechanical Engineer, California, (#M24576), 1986  
Mechanical Engineer, Arizona, (#M21104), 1987  
Mechanical Engineer, Nevada, (#ME014015), 2005  
Certified Protection Professional (CPP) ASIS (6163), – Lifetime Certified  
Certified Energy Manager, AEE (#3035) (1989)  
Certified Demand-Side Management Professional, AEE (2285) (2013)  
California Community Colleges Limited Service Credential 1982  
(Subject Matter Area – Engineering #253526)  
Professional Engineer, Florida (#75742)  
Professional Engineer, Colorado (#0047831)  
Professional Engineer, Hawaii (#16439)  
Professional Engineer, Texas (#120663)  
Professional Engineer, New York (#094963)  
Professional Engineer, New Mexico (#22876)  
Professional Engineer, Washington (#52452)



C O N S U L T A N T S

ELECTRICAL

MECHANICAL

PLUMBING

**Education:**

B.S. Mechanical Engineering, Tri-State University, Angola, Indiana 1973  
Bell System Center for Technical Education -  
Building Engineering Electrical Systems Design 1980  
Design and Construction of BSL-3 Facilities – Colorado State University 2001  
Certified, AWWARF/Sandia 2002  
National Laboratories RAM-W Training  
Risk Assessment Methodology for Water Surety 2002  
Laguna Beach, CA Citizens' Police Academy Graduate 1993

**Memberships:**

Association of Energy Engineers (AEE) 1983  
American Society for Industrial Security (ASIS) 1991  
International Association of Plumbing and Mechanical Officials (IAPMO) 2016  
PI TAU SIGMA, Mechanical Engineering Honor Society 1973

**Career**

**Background:**

2010 to Current: Robert Smith Engineering Company sub-consultant to EMP Consultants, Inc. Anaheim Hills, CA.  
2000 to March 2017: Vice President Engineering, TRC Engineers, Irvine, CA.  
1981 to 2000: Major Share Holder of consulting engineering firm Engineered Automation Systems, Inc. (EASI) of Tustin, CA. EASI acquired by TRC in 2000  
1978 to 1981: Employed as Project Engineer at Engineering Supervision Company (ESCO) in Newport Beach, CA. Managed demand side management programs for utilities linking groups of commercial buildings to lower electrical demand when requested by Los Angeles Department of Water and Power, Southern California Edison and Pacific Gas & Electric.  
1975 to 1978: State Energy Manager for Mt. Bell Telephone in Idaho. Responsible for the implementation of the Building Energy Management and Retrofit A.T. & T. program to reduce energy consumption in 187 Idaho telephone buildings and offices.  
1974 to 1975: HVAC equipment sales estimator at Norman Wright Equipment Company in San Francisco, CA.

**Consulting Engineering Expertise**

Mr. Smith has over 42 years of experience in Building Technology Systems synthesis, design, operation and assessment. He is an effective consultant on diverse and challenging projects due to a solid background in mechanical, electrical, controls, life safety and security systems. Mr. Smith provides engineering, analysis, project planning, resource management, engineering, quality assurance, and commissioning and client communications. His broad project experience and unique ability to integrate project needs and solutions for multiple and overlapping disciplines and technologies enables Mr. Smith to serve as an effective expert and participant on challenging projects.

### **Building Involvement Types:**

- Commercial:
  - High, Mid & Low Rise
  - General Offices
  - Data Centers
  - Warehouses
  - Hospitality
  - Restaurants
  - Malls
  - Banks
  - Tenant Improvement
- Institutional
  - University
  - Hospitals
  - Prisons & Jails
  - Administration
  - Courts
  - Corporate Parks
- Military
  - Residential
  - Mixed Use
  - Barracks
  - Medical/Clinics
- Residential
  - High, Mid & Low Rise
  - Apartments
  - Condominium
  - Single Family
- Industrial
  - Cold Storage
  - Aerospace
  - Laboratories
  - Clean Rooms
  - Food Processing

### Technologies Practiced Include:

- Central Plants, Air Handling Systems & Distribution, Constant & Variable Flow Pumping, Heating Hot Water Systems, Chilled Water Systems, Condenser Water Systems, Process Water Systems, Combustion Product Conveying Systems, Compressed Air, Geothermal/Ground-Coupled Heat Pumps, Thermal Energy Storage
- Automation Systems, Energy Management Systems, Temperature Control Systems, Pneumatic Control Systems, Industrial Control Systems, Fire Alarm Systems, Video Surveillance Systems, Alarm & Access Control Systems,
- Commissioning, Retro Commissioning, Monitoring-Based Commissioning
- Energy Sub-metering, Analysis, Diagnostics and Billing
- Energy Services & Conservation
- Fire Protection, Fire Suppression
- Domestic Cold & Hot Water, Sanitary Waste & Vent

### Equipment Specified Includes:

- Cooling Towers, Evaporative Condensers, Closed Circuit Fluid Coolers, Centrifugal Chillers, Absorption chillers, DX refrigeration, Heat Recovery, Heat Pumps, Chilled Water Coils, Direct Expansion Coils
- Roof Top Units, Air Handling Units, Vane Axial Fans, Centrifugal Fans, Plenum Fans, Exhaust Fans, Return Fans, Economizer Dampers, Air Filtration, Fan Coil Units
- Chilled Water Thermal Energy Storage (TES), Ice TES, Eutectic TES
- Hot Water Boilers, Condensing Boilers, Steam Boilers, Breeching and Flues
- Variable Frequency Drives, Motor Control Centers, Motor Starters, Electrical Distribution Panels, Panel boards, Conduit, Automatic Transfer Switches, UPS, Power Conditioning Units,
- Air Compressors & Air Dryers
- Domestic Water Booster Pumps, Centrifugal Pumps, Water Softeners, Water Filtration, Water Heaters,
- Direct Digital Controls, Process Logic Controllers, Addressable Fire Alarm, Sub-metering systems.
- Cameras, Multiplexers, Coaxial Cabling, Fiber Optics, Command & Control Centers, Card Readers.



C O N S U L T A N T S

ELECTRICAL

MECHANICAL

PLUMBING

### Partial Project List:

Over one thousand projects during a 42 year career as a project engineer, project manager, Engineer of Record, Principal Engineer and Consulting Engineer.

**Century Plaza Towers – Century City, CA** - Mr. Smith was the supervising engineer and Project Manager to engineer a 6,200-ton central plant supporting chilled and hot water to two 44-story high-rise towers previously connected to a district plant. Project included five centrifugal chillers, five variable flow primary chilled water pumps, five variable flow condenser water pumps, five 3-cell draw through cooling towers and three 14,000-MBH natural gas boilers with primary/secondary pumping.

**Bank of America Tower, Los Angeles, CA;**

**Hoag Hospital- Newport Beach, CA-** Nursing Tower and Central plant EMS and commissioning

**Saint John's Hospital, Santa Monica-** Central plant and nursing tower HVAC

**UCLA Medical Center-** Central Plant commissioning and security system design

**Kaiser Medical Centers-** Irvine, Vacaville, Oakland, Fresno, Panorama City. Provided Energy Management System Designs.

**South Coast Plaza, Costa Mesa, CA;**

**L3 Electron Technologies, Torrance, CA;**

**Federal Reserve Bank of San Francisco Los Angeles, CA Branch;**

**California Towers Riverside, CA;**

**Ventura County East County Courthouse, Simi Valley CA;**

**Los Angeles Department of Water & Power General Office Building**

**Property Condition Assessment (PCA) and Engineering Design Projects** - Mr. Smith worked as Primary Engineer and participated in over 100 Due Diligence and design projects supporting the mechanical, electrical, plumbing, fire life safety, fire protection, security of large commercial, hospitality, health care, retail and light industrial properties.

**Hospitality HVAC** – Halekulani Resort Waikiki, Aston Waikiki Beach Hotel, New York Athletic Club, Hilton San Francisco Union Square, Liberty Hotel Boston, Hilton Phoenix Plaza, Westin Galleria Dallas, Hilton Woodland Hills Los Angeles, Emerald Plaza San Diego, Hotel Figueroa, Los Angeles, Trump International Hotel Waikiki, Trump International Hotel Las Vegas. MGM Mirage Las Vegas properties: Bellagio, Circus, Excalibur, Luxor, Mandalay Bay, MGM Grand and The Mirage.





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**Energy Services Engineering, Assessment and Audits. NYSERDA, New York, New Jersey Office of Clean Energy, Southern California Edison** - Mr. Smith managed Energy Reduction Plan review and comment on various commercial, industrial and apartment buildings audits regarding Energy Conservation Measure development and commissioning on these multi-million dollar programs. Responsibilities also include demand side management and demand response program management.

**Odor Control Systems, Hooper Road, LA and Aston Waikiki, Honolulu, HI** - Designed odor control systems using bio-filter technology for a hotel grease trap room and a waste water pumping and storage tank system. Hotel system included correction of grease interceptor, elevations, piping installation and associated pumping and clean out process. Waste water storage odor control system design included bio-filtration for a sewage pumping station wet vault and two 5,000,000 gallon concrete waste water storage tanks.

**Energy Conservation Program Management – Los Angeles County Metropolitan Transportation Authority** – Directed the implementation of program design and building design and construction execution at LA Metro office buildings, bus and train maintenance yards. Designed electrical sub-metering systems and managed deployment throughout the LA Metro facility system.

**Commissioning: UCLA, Santa Monica Central Plant – Santa Monica, CA** - Mr. Smith worked as a Project Manager with to provide commissioning services and sub-metering for a new hospital central energy plant. This central plant provides high-pressure steam, chilled water, domestic hot water, and emergency generation for the existing Merle Norman Pavilion, existing hospital, a new hospital tower, and the replacement hospital. Other Commissioning projects include: Kaiser Permanente Hospitals in Irvine, Fresno, Panorama City & Vacaville, CA; St. John's Hospital in Santa Monica, CA; Hoag Hospital Central Plant, Newport Beach, CA; Los Angeles Department of Water & Power, Naval Facilities San Diego, 29 Palms Marine Corps Base, University of California Santa Barbara.

**Ground-Coupled Heat Pump Design** – Engineered the replacement of a steam plant and distribution system with distributed ground-coupled heat pump systems consisting of several thousand installations and wells supporting residences, barracks and commercial buildings. US Army War College, Carlisle PA, Fort Polk, LA, Naval Air Station Patuxent River, MD, Webster Field Annex, Pax-River, MD, Marine Corps Base Quantico, VA, Marine Corps Base Camp Lejeune, NC.

**Thermal Energy Storage (TES) System University of California, Central Plant Seismic Upgrade, Irvine, CA** - Mr. Smith was Principal In Charge - This project consisted of a large central plant remodel with 2,000 new refrigeration tons, 40,000 ton-hour TES system, primary, and secondary piping comprehensive control system. Other TES systems designed include Pacific Corporate Towers, El Segundo, CA; Jamboree Center, Irvine, CA; MacArthur Court, Newport Beach, CA; Men's Central Jail, Los Angeles, CA; Koll Center Irvine North, Center Tower Costa Mesa, CA., Koll Center San Diego, Peter Pitchess Jail County of Los



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Angeles CA, Mira Loma Juvenile Center County of Los Angeles CA, Men's Central Jail County of Los Angeles CA.

**Allergan, R & D Upgrades – Irvine, CA** - Mr. Smith was Principal In Charge - This project consisted of full service mechanical, electrical, and plumbing engineering, including, Teller Building Expansion – Class 1,000, 10,000, 100,000 pharmaceutical clean rooms, Bio Safety Level #3 Laboratory, and Von Karman Building – Class 100, 1,000, 10,000, 100,000 pharmaceutical clean rooms, aseptic.

**John Wayne Airport Security System Replacement – Orange County, CA** - Mr. Smith was Project Manager and provided Basis of Design planning, Design Development and Construction Documents for the Alarm/Access Control System, Video Surveillance System and Intercommunications Systems. Airport operations required a phased replacement/expansion of the systems for continual system uptime. Additional services included planning a new Emergency Operation Center.

**Tom Bradley International Terminal Los Angeles Airport** – Designed and specified the computer-based automation system replacement and smoke control for this \$500,000,000 terminal renovation. Other examples of automation designs Jacobs World Headquarters Pasadena CA, Phoenix Plaza High Rise Towers, MacArthur Court Newport Beach CA, Koll Company Buildings, Jamboree Center Irvine CA, The Manor Beverly Hills CA,

**Los Angeles County Transportation Agency** – Managed the development and execution of an agency-wide energy efficiency program across 30 Divisions supporting bus and rail operations. Responsible for the development of energy reporting, measurement and verification, facility benchmarking, sub-metering design/implementation, HVAC commissioning, Energy Efficiency Measure development, facility auditing and reporting dashboard across their enterprise of electricity and natural gas operations.

**Westside Tavern, Los Angeles, CA** – Mr. Smith was the Project Manager and Principal Designer for this 10,400 SF, 300-seat urban minded restaurant. Mechanical, electrical and plumbing systems were designed to support this unique restaurant environment including multiple grease exhaust systems, grease traps, central VAV HVAC with Duct-Sock distribution, sanitary waste, natural gas and domestic water systems. Other examples of restaurant design experience include The Rain Forest at South Coast Plaza, Costa Mesa CA and West Hills Café in West Hills CA.

**University of California Santa Barbara** – Served as the campus Architect's MEP Peer Review entity on multiple new buildings including Bren school of Environmental Science & Management, College of Engineering Buildings II & III, Life Sciences, Engineering Science Building, Nano Technologies, Material Research Lab, San Rafael Student Housing, Marine Bio-Sciences. Responsibilities included conducting design drawing review of progress Construction Documents and leading Value Engineering team groups including building users, facility maintenance, design engineers and cost estimators to focus design efforts on energy conservation, constructability, sub-discipline coordination and value.



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### **Construction Litigation Support**

Project: Maritz Office Building  
Client: General Contractor: Millie & Severson, Inc  
Scope: Air conditioning capacity shortage, equipment reliability and inadequate air distribution.  
Retained By: Kring & Chung, LLP

Project: Nevada State Office Building  
Client: State of Nevada  
Scope: Air conditioning capacity, poor construction technique/defects, water intrusion, construction cost review, indoor air quality.  
Retained By: Doyle Berman Gallenstein, P.C.

Project: UCSB Student Affairs and Administration Services Building (SAASB)  
Client: Regents of the University of California  
Scope: Air conditioning capacity shortage, equipment reliability and inadequate air distribution.  
Retained By: Price, Postel & Parma, LLC

Project: SCE-Transphase Energy Performance Contract – County of Ventura  
Client: Southern California Edison  
Scope: Energy Services Contract Review of Energy Calculations and Energy Efficiency Measure Merit.  
Retained By: Conner Black & Griffin, LLP

Project: Condominium Complex HVAC Deficiencies  
Client: La Pravada Condominium Association  
Scope: HVAC deficiency, equipment failure, installation defect.  
Retained By: Marx Okubo & Associates

Project: The Manor  
Client: Aaron Spelling  
Scope: HVAC deficiency, equipment failure, installation defect, building automation, humidity control.  
Retained By: Greenburg, Glusker, Fields, Claman & Machtinger





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Project: UC Davis Medical Center Expansion Fire Life Safety Systems  
Client: Regents of the University of California  
Scope: Fire Alarm, Smoke Control, Construction Defect.  
Retained By: Thelen, Reid & Priest

Project: 73 Sumner Live/Work Condominiums  
Client: Brady Vorwerck Ryder & Caspino  
Scope: Support of HVAC and Plumbing Construction Defects.  
Retained By: MC Consultants

Project: University of California Riverside v. ProWest PCM, Inc. et al  
Client: Regents of the University of California  
Scope: Central plant piping failure analysis; campus-wide chilled water piping system experienced failure with significant damage to facilities.  
Retained By: Nixon Peabody, LLP

Project: University of California San Jose v. Clark  
Client: Regents of the University of California  
Scope: Water supply piping analysis regarding 2,000 student dorm; piping failure from corrosion resulting in 300 leaks.  
Retained By: Allen Matkins Leck Gamble Mallory & Natsis LLP

Project: One Beacon v. Catellus  
Client: Catellus  
Scope: Review of HVAC fire protection and fire alarm systems, related design documents, submittals and case files.  
Retained By: MC Consultants, Inc.

Project: DirecTV  
Client: Factory Mutual Insurance Company  
Scope: Review pertinent documents relative to design, contractor submittal, owner operations and forensic development as to the cause of a data center flood by the fire protection system.  
Retained By: Carlson & Messer, Esq.

Project: Park Townsend HOA  
Client: Park Townsend HOA  
Scope: Review HVAC and plumbing design and contractor documents relative to efficiencies for multi-building condominiums.  
Retained By: Law Offices of A. Alan Berger



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Project: YMCA of SE Ventura Country v. HMH Construction  
Client: HMH Construction  
Scope: Review HVAC and plumbing design and construction documents and offer recommendations to correct high humidity at a YMCA natatorium.  
Retained By: Chapman Glucksman Dean Roeb & Barger

Project: Aegis v. Cold Storage Manufacturing  
Client: Cold Storage Manufacturing  
Scope: Fresh fruit/vegetable refrigeration facility, evaluation of refrigeration system capacity; fire sprinklers and cooling tower.  
Retained By: Maranga Morgenstern APLC

Project: University of California Santa Cruz v. Devcon Construction  
Client: Regents of the University of California  
Scope: Mechanical issues within residential student housing.  
Retained By: Ralls, Gruber & Niece, LLP

### Deposition, Trial and Arbitration Testimony

#### Deposition

UCSB SAASB  
Park Townsend HOA  
73 Sumner HOA v. 73 Sumner, LLC  
UC Santa Cruz v. Devcon Construction  
Harbor Construction v. Christian Brothers  
Harper Construction v. Stueven Engineering  
Brasch v. K. Hovnanian Homes  
City of Chula Vista v. Lexington Insurance Co.  
Pacific Cheese v. Hussmann Corporation  
Chubb Custom Ins. v. A-1 National Fire  
Mallcraft v. Glendale Community College  
District  
T-12 Three v. Turner Construction

#### Client

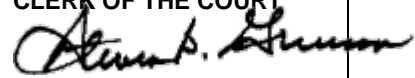
Regents of the University of California  
Park Townsend HOA  
73 Sumner, LLC  
Regents of the University of California  
Christian Brothers  
Stueven Engineering Consultants, Inc.  
K. Hovnanian Homes  
City of Chula Vista  
Hussmann Corporation  
Chubb Custom Insurance Company  
West-Tech Mechanical, Inc.  
  
University Mechanical & Engineering  
Contractors, Inc.

#### Trial Testimony

Harper Construction v. Stueven Engineering

#### Client

Stueven Engineering Consultants, Inc.



PETER C. BROWN, ESQ.  
Nevada State Bar No. 5887  
JEFFREY W. SAAB, ESQ.  
Nevada State Bar No. 11261  
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Attorneys for Plaintiffs,  
LAURENT HALLIER; PANORAMA TOWERS I, LLC;  
PANORAMA TOWERS I MEZZ, LLC; and M.J. DEAN  
CONSTRUCTION, INC.

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada Corporation,

Plaintiffs,

vs.

PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
non-profit corporation,

Defendant.

PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
non-profit corporation,

Counter-Claimant,

vs.

) Case No. A-16-744146-D  
)  
) Dept. XXII  
)  
) **PLAINTIFFS/COUNTER-DEFENDANTS**  
) **LAURENT HALLIER, PANORAMA**  
) **TOWERS I, LLC, PANORAMA**  
) **TOWERS I MEZZ, LLC, AND M.J.**  
) **DEAN CONSTRUCTION, INC.'S,**  
) **OPPOSITION TO**  
) **DEFENDANTS/COUNTER-**  
) **CLAIMANTS' MOTION FOR**  
) **RECONSIDERATION OF THE**  
) **COURT'S MAY 23, 2019 FINDINGS OF**  
) **FACT, CONCLUSIONS OF LAW AND**  
) **ORDER GRANTING**  
) **PLAINTIFFS/COUNTER-**  
) **DEFENDANTS' MOTION FOR**  
) **SUMMARY JUDGMENT PURSUANT**  
) **TO NRS 11 202(1) OR, IN THE**  
) **ALTERNATIVE, MOTION TO STAY**  
) **THE COURT'S ORDER**

1 LAURENT HALLIER, an individual; )  
2 PANORAMA TOWERS I, LLC, a Nevada )  
3 limited liability company; PANORAMA )  
4 TOWERS I MEZZ, LLC, a Nevada limited )  
5 liability company; and M.J. DEAN )  
6 CONSTRUCTION, INC., a Nevada Corporation; )  
7 SIERRA GLASS & MIRROR, INC.; F. )  
8 ROGERS CORPORATION; DEAN ROOFING )  
9 COMPANY; FORD CONTRACTING, INC.; )  
10 INSULPRO, INC.; XTREME EXCAVATION; )  
11 SOUTHERN NEVADA PAVING, INC.; )  
12 FLIPPINS TRENCHING, INC.; BOMBARD )  
13 MECHANICAL, LLC; R. RODGERS )  
14 CORPORATION; FIVE STAR PLUMBING & )  
15 HEATING, LLC, dba SILVER STAR )  
16 PLUMBING; and ROES 1 through , inclusive, )  
17 Counter-Defendants. )  
18 )  
19 )  
20 )  
21 )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

**PLAINTIFFS/COUNTER-DEFENDANTS LAURENT HALLIER, PANORAMA TOWERS I, LLC, PANORAMA TOWERS I MEZZ, LLC, AND M.J. DEAN CONSTRUCTION, INC.'S, OPPOSITION TO DEFENDANTS/COUNTER-CLAIMANTS' MOTION FOR RECONSIDERATION OF THE COURT'S MAY 23, 2019 FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING PLAINTIFFS/COUNTER-DEFENDANTS' MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) OR, IN THE ALTERNATIVE, MOTION TO STAY THE COURT'S ORDER**

29 COMES NOW, Plaintiffs/Counter-Defendants LAURENT HALLIER, PANORAMA  
30 TOWERS I, LLC, PANORAMA TOWERS I MEZZ, LLC and M.J. DEAN CONSTRUCTION,  
31 INC. (hereinafter collectively referred to as "the Builders"), by and through their counsel of record,  
32 Peter C. Brown, Esq., Jeffrey W. Saab, Esq., Devin R. Gifford, Esq. and Cyrus S. Whittaker, Esq.  
33 of the law firm of Bremer Whyte Brown & O'Meara, LLP, and hereby file their **OPPOSITION TO**  
34 **DEFENDANTS/COUNTER-CLAIMANTS' MOTION FOR RECONSIDERATION OF THE**  
35 **COURT'S MAY 23, 2019 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**  
36 **GRANTING PLAINTIFF'S/COUNTER-DEFENDANTS' MOTION FOR SUMMARY**  
37 **JUDGMENT PURSUANT TO NRS 11.202(1) OR, IN THE ALTERNATIVE, MOTION TO**  
38 **STAY THE COURT'S ORDER.**

39 This Opposition is made and based on the attached Memorandum of Points and Authorities,  
40 the pleadings and papers on file herein, and all evidence and/or testimony accepted by this Honorable  
41 Court at the time of the hearing on the Motion.  
42

**DECLARATION OF PETER C. BROWN, ESQ.**

**IN SUPPORT OF OPPOSITION TO DEFENDANTS/COUNTER-CLAIMANTS' MOTION**

**FOR RECONSIDERATION OF THE COURT'S MAY 23, 2019 FINDINGS OF FACT,**

**CONCLUSIONS OF LAW, AND ORDER GRANTING PLAINTIFF'S/COUNTER-**

**DEFENDANTS' MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1)**

**OR, IN THE ALTERNATIVE, MOTION TO STAY THE COURT'S ORDER**

STATE OF NEVADA )

SS:


COUNTY OF CLARK )

I, PETER C. BROWN, Esq., declare under penalty of perjury:

1. I am an attorney at the law firm of Bremer, Whyte, Brown & O'Meara, LLP, and I am in good standing and licensed to practice law in the State of Nevada.
2. Bremer, Whyte, Brown & O'Meara, LLP is counsel for Plaintiffs/Counter-Defendants Laurent Hallier, Panorama Towers I, LLC, Panorama Towers I Mezz, LLC and M.J. Dean Construction, Inc. (hereafter collectively referred to as "the Builders" in the above-captioned matter).
3. I have personal knowledge of the facts set forth herein and if called to testify I could competently do so.
4. Attached as **Exhibit "A"** is a true and correct copy of the Findings of Fact, Conclusions of Law and Order dated May 23, 2019.
5. Attached as **Exhibit "B"** is a true and correct copy of the Notice of Entry of Order as to Plaintiffs/Counter-Defendants' Motion for Summary Judgment Pursuant to NRS 11.202(L), filed February 11, 2019, and Defendant's Counter-Claimant's Conditional Counter-Motion for Relief Pursuant to NRS 40.695(2) filed March 1, 2019.
6. Attached as **Exhibit "C"** is a true and correct copy of the Defendants/Counter-Claimants' Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions

of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) or, in the Alternative, Motion to Stay the Court's Order filed June 3, 2019.

7. Attached as **Exhibit "D"** is a true and correct copy of the Defendants/Counter-Claimants' Motion for Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) filed June 13, 2019.
8. Attached as **Exhibit "E"** is a true and correct copy of the Complaint filed September 28, 2016.
9. Attached as **Exhibit "F"** is a true and correct copy of 2019 Nevada Legislative Manual.
10. Attached as **Exhibit "G"** is a true and correct copy of Nevada Assembly Bill 421 – Committee on Judiciary.
11. Attached as **Exhibit "H"** is a true and correct copy of April 23, 2019 Hearing Transcript.
12. Attached as **Exhibit "I"** is a true and correct copy of Defendants/Counter-Claimants' (1) Opposition to Plaintiffs/Counter-Defendants' Motion for Summary Judgment Pursuant to NRS 11.202(1) and (2) Conditional Counter-Motion for Relief Pursuant to NRS 40.695(2) filed March 1, 2019.
13. That this Opposition is made in good faith and not for undue advantage.



Peter C. Brown, Esq.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On February 11, 2019, the Builders filed their Motion for Summary Judgment pursuant to  
4 NRS 11.202(1)(“Builder’s Motion”), arguing that PANORAMA TOWERS CONDOMINIUM  
5 UNIT OWNERS’ ASSOCIATION’s (hereinafter “the Association”) Counter-Claim for  
6 constructional defects was time-barred. On March 1, 2019, the Association filed an Opposition and  
7 a Conditional Counter-Motion for Relief. Subsequently, the Builders filed both a Reply Brief in  
8 support of Builders’ Motion and an Opposition to the Association’s Conditional Counter-Motion.  
9 The Association ultimately filed a Reply Brief in support of its Conditional Counter-Motion. The  
10 parties’ briefings were extensive and comprehensive. Thereafter, on April 23, 2019, this Honorable  
11 Court held a multi-hour hearing during which counsel for both the Builders and the Association were  
12 provided ample, uninterrupted opportunities to fully flesh out each and every legal issue from their  
13 respective briefings.

14 On May 23, 2019, this Court entered a thoughtful, focused, 16-page “Findings of Fact,  
15 Conclusions of Law and Order.” (“Order”) (*See, Ex. “A”*). This Court ruled in favor of the Builders,  
16 finding that the Association’s construction defect claim for alleged window defects was time-barred.  
17 This Court’s Order carefully referenced and addressed, in detail, each argument raised by both sides,  
18 and also provided a comprehensive analysis of how this Court interpreted the underlying statutory  
19 and case authority pertaining to each issue. On May 28, 2019, the Builders filed a Notice of Entry  
20 of Order. (*See, Ex. “B”*).

21 On June 3, 2019, eleven days after this Court entered its May 23, 2019 Order summarily  
22 disposing of the Association’s final defect claim, the Association filed a Motion for Reconsideration  
23 or, in the Alternative, Motion to Stay the Court’s Order. (*See, Ex. “C”*). On June 13, 2019, twenty-  
24 one days after this Court entered its May 23, 2019 Order, the Association filed a Motion for  
25 Reconsideration of and/or to Alter or Amend the Court’s May 23, 2019 Order<sup>1</sup>. (*See, Ex. “D”*).

26 \_\_\_\_\_  
27 <sup>1</sup> The Builders’ instant Opposition addresses the first of the Association’s Motions and should not be taken as an  
28 abrogation of any arguments the Builders will apply to the Association’s Second Motion via a separate Opposition to  
be filed on or before July 1, 2019.

1 All of the Association's requests, however, are without merit. First, regarding whether this  
2 Court should stay its May 23, 2019 Order, the request is procedurally invalid. This Court entered its  
3 Order on May 23, 2019 and the Builders' filed a Notice of Entry of Order on May 28, 2019.  
4 Consequently, there was nothing which could be stayed; the May 23, 2019 Order followed by the  
5 May 28, 2019 Notice of Entry of Order constituted a final judgment prior to the Association's request  
6 for a stay.

7 Second, the Association predicates its request for reconsideration on the basis of AB 421,  
8 which the Association presumably believes (incorrectly) will retroactively operate to lengthen the  
9 statute of repose period for previously-adjudicated claims such as those in the present case. The  
10 Association's request is based on a presumed argument that passage of AB 421 presents a new or  
11 changed issue of law. However, such reasoning is fatally flawed because AB 421 does not become  
12 effective law until October 1, 2019. Thus, while AB 421 was signed by Governor Sisolak on June  
13 3, 2019, the effective date is not until October 1, 2019. Consequently, there is not currently an issue  
14 of law or change of law that can serve as grounds for reconsideration of this Court's May 23, 2019  
15 Order, as the October 1, 2019 effective date falls far outside the required time frame in which such  
16 a request can be brought by the Association.

17 Third, even if this Court did find that that there is a new or changed issue of law by virtue of AB  
18 421's passage, any retroactive application of AB 421 would still be inapplicable as to the  
19 Association's already-disposed claims. The Association improperly interprets AB 421 as permitting  
20 previously-adjudicated defect claims, under 2015 AB 125's 6-year statute of repose, to be revived  
21 by virtue of the 10-year repose period of 2019 AB 421. This is both a misreading and  
22 misinterpretation of AB 421. While AB 421 on its face will arguably allow defect claims for  
23 properties with substantial completion dates of October 1, 2009 forward (ten years retroactive to the  
24 October 1, 2019 effective date of AB 421), it does not apply retroactively to claimants with  
25 previously-adjudicated claims.

26 ///

27 ///

28



1 Fourth, if this Court were to apply AB 421 based on the misguided interpretation proposed  
2 by the Association, any change of this Court's May 23, 2019 Order to the detriment of the Builders  
3 would constitute a clear constitutional infringement on the vested due process rights of the Builders.

4 Fifth, and distinct from any arguments pertaining to AB 421, the Association's request for  
5 reconsideration of this Court's May 23, 2019 Order is also without merit. The Association urges  
6 this Court to reassess its previously-decided rulings on the following three points: (1) that the  
7 Association's Counter-Claim was compulsory; (2) that the *Jamison* case should not preclude the  
8 relation-back doctrine from applying to compulsory counter-claims; and (3) that there existed good  
9 cause to extend the tolling of the statute of repose. Each of the above positions, however, is  
10 predicated upon nothing more than the Association's disagreement with this Court's analysis. Rather  
11 than providing a valid basis for why this Court should reconsider its ruling based on new evidence,  
12 law, or clear error, the Association simply presumes that reconsideration should be granted due to  
13 its mere disagreement with this Court's Order. Thus, the Association's request amounts to nothing  
14 more than a re-visitation of its previously-briefed opinions, which it had ample opportunity to fully  
15 explore and present to this Court. A litigant's success in motion practice must either stand or fall on  
16 its briefing and oral argument, both of which have been thoroughly allowed by this Court. Granting  
17 the Association a proverbial "second bite at the apple" is unwarranted, and thus its Motion for  
18 Reconsideration should be denied. In conjunction with the Association's failure to meet the standard  
19 for reconsideration, its substantive arguments are also misguided. Consequently, there is simply no  
20 basis for the Association to prevail on its request for reconsideration

21 It is for these foregoing reasons that this Court should: (1) deny the Association's request to  
22 stay the May 23, 2019 Order, as such request is procedurally defective, (2) deny the Association's  
23 request as to any reconsideration of the May 23, 2019 Order based on AB 421; and (3) deny the  
24 Association's request for reconsideration of this Court's substantive findings in the May 23, 2019  
25 Order.

26 ///

27 ///

28

1  
2 **II. ARGUMENT**

3 **A. THE ASSOCIATION’S MOTION TO STAY THIS COURT’S MAY 23, 2019**  
4 **ORDER SHOULD BE DENIED.**

5 In the Association’s Motion for Stay (*See*, Ex. “C”, Pgs. 11-12), the Association vaguely  
6 requests that this Court stay “...the Order until such a time as AB 421 is signed and enacted, vetoed,  
7 or enacted without signature.” However, this request is procedurally invalid for the simple reason  
8 that there is nothing to stay. It is black letter law that a judgment can be stayed only if it is pending.  
9 A party cannot stay a final judgment as that it is illogical on its face.

10 This Court entered its May 23, 2019 Order on May 23, 2019. (*See*, Ex. “A”). The Order  
11 summarily disposed of the Association’s final alleged defect claims pertaining to the windows.  
12 Subsequently, the Builders filed a Notice of Entry of Order on May 28, 2019. (*See*, Ex. “B”). Thus,  
13 by May 28, 2018, this Court’s May 23, 2019 Order was entered, the Notice of Entry of Order was  
14 filed, and there was a final judgment on the remaining claims in the Association’s Counter-Claim  
15 (all other defect claims having been adjudicated in the Builders’ favor by previously granted  
16 Motions for Summary Judgment).

17 It is anticipated that the Association will attempt to argue that this Court’s May 23, 2019  
18 Order was not final, but rather “interlocutory,” in that claims in the Builders’ Complaint (*See*, Ex.  
19 “E”) still remain to be litigated. However, this would be a flawed argument arising from a myopic  
20 focus on the Builders’ Complaint rather than the Association’s Counter-Claim.

21 This Court’s May 23, 2019 Order was a final judgment and not an interlocutory order because  
22 it summarily disposed of the final defect allegations in the Association’s Counter-Claim. The  
23 Association’s Counter-Claim was based on four alleged defect claims. This Court previously  
24 summarily disposed three of those alleged defects, leaving the window defect claims as the only ones  
25 left in the Association’s Counter-Claim. Thus, by this Court disposing of the window defect claims  
26 via its May 23, 2019 Order, the Association had no remaining defect claims to litigate via its Counter-  
27 Claim.

1 Thus, because entry of this Court's May 23, 2019 Order was a final judgment, there is no  
2 basis upon which the Association could seek a request to stay, and thus the request is invalid.

3 **B. THE ASSOCIATION IS BARRED FROM BRINGING A REQUEST FOR**  
4 **RECONSIDERATION BASED ON AB 421 BECAUSE THE EFFECTIVE DATE**  
5 **OF AB 421 IS OCTOBER 1, 2019.**

6 The Association's request for reconsideration of this Court's May 23, 2019 Order based on  
7 AB 421 is procedurally invalid for the simple reason that AB 421 does not become effective law  
8 until October 1, 2019. Because of this, any request for reconsideration would necessarily fall outside  
9 of the required time frame permitted by NRCP 59(e).

10 "Reconsideration of a prior ruling is appropriate only in limited circumstances, such as the  
11 discovery of new evidence, an intervening change in controlling law, or where the initial decision is  
12 manifestly unjust. ... [It] is not an avenue to re-litigate the same issues and arguments upon which  
13 the court has already ruled". *Fortunet, Inc. v. Melange Computer Servs.*, 2006 U.S. Dist. LEXIS  
14 88821, at \*\*6-7 (D. Nev. Dec. 4, 2006) (emphasis added.) NRCP 59(e), which provides an avenue  
15 for reconsideration, requires that "a motion to alter or amend a judgment must be filed no later than  
16 28 days after service of written notice of entry of judgment." *See*, NRCP 59(e).

17 AB 421 was signed by Governor Sisolak on June 3, 2019. However, because the text of AB  
18 421 does not provide a set effective date<sup>2</sup>, the standard effective date of October 1, 2019 applies  
19 based on the *2019 Nevada Legislative Manual* (Chapter III, Pg. 155) (*See*, Ex. "F") and NRS  
20 218D.330, which states that "Each law and joint resolution passed by the Legislature becomes  
21 effective on October 1 following its passage, unless the law or joint resolution specifically prescribes  
22 a different effective date." *Id.*

23 Thus, it is not until October 1, 2019 that AB 421 will become controlling law. Until October  
24 1, 2019, the six-year statute of repose established by AB 125 remains the controlling law for this  
25 case as well for any other construction defect claim currently in litigation. Consequently, the  
26 effective date of AB 421 renders any request for reconsideration by the Association invalid and

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27 <sup>2</sup> *See*, *NV AB421, 80th Legislature*, Nevada Electronic Legislative Information System. Retrieved  
28 June 3, 2019, from <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6799/Votes>, attached hereto as **Exhibit G**.

1 untimely. This Court's Order was entered on May 23, 2019. Notice of Entry of Order was filed on  
2 May 28, 2019. AB 421 will not become effective/controlling law until over four months from the  
3 Notice of Entry of Order. Because this is far after the 28 days deadline set by NRCP 59(e), there is  
4 simply no way the Association can make a timely request under NRCP 59(e)

5 It is anticipated that the Association will argue that the effective date is not determinative,  
6 but rather there has been an intervening change in law by virtue of AB 421 being signed by Governor  
7 Sisolak on June 3, 2019. However, this interpretation is invalid for the simple reason that the  
8 effective date is the one and only objective date that this Court can apply.

9 Thus, setting aside any substantive issues for why AB 421 has no bearing on this Court's  
10 May 23, 2019 Order (addressed fully below), the basic procedural rules of NRCP preclude the  
11 Association from even making a request for reconsideration based on AB 421.

12 **C. THE RETROACTIVE APPLICATION OF AB 421 IS INAPPLICABLE TO THIS**  
13 **COURT'S MAY 23, 2019 ORDER.**

14 The Association is incorrect that "should AB 421 become law, it will substantively alter the  
15 controlling law upon which the Court relied in the issuance of its Order." (*See*, Ex. "C", Pg. 12,  
16 Lines 11-12). While it is true that AB 421, as of October 1, 2019, will extend the statute of repose  
17 to ten years, this has no bearing on the Association's claims in this case, as such claims have already  
18 been adjudicated under the still-controlling six-year statute of repose.

19 AB 421 states that the ten-year statute of repose "app[lies] retroactively to actions in which  
20 the substantial completion of the improvement to the real property occurred before October 1, 2019."  
21 (*See*, Ex. "G"). Thus, AB 421 allows claimants, who would previously have been time-barred due  
22 to the six-year statute of repose, to assert claims for construction defects, starting October 1, 2019,  
23 for properties with a substantial completion date of October 1, 2009 or later.

24 Had the legislature not included the retroactive application of AB 421 to properties  
25 substantially completed before October 1, 2019, then the new ten-year statute of repose period would  
26 only apply to claimants asserting defect claims related to properties built on or after October 1, 2019.  
27 *See* NRS 218D.330(1) ("Each law and joint resolution passed by the Legislature becomes effective  
28

1 on October 1 following its passage, unless the law or joint resolution specifically prescribes a  
2 different effective date.”). However, AB 421’s retroactive language does not mean that any and all  
3 claimants, including ones who have already adjudicated claims based on the six-year statute of  
4 repose period, can now resurrect their previously time-barred claims by virtue of the new ten-year  
5 repose period. And yet, that is precisely what the Association contends is the result of AB 421.

6 The Association’s presumed interpretation would lead to absurd consequences, as illustrated  
7 by the following hypothetical. Assume there is a claimant whose property had a substantial  
8 completion date of February 24, 2009. Assume further that this claimant brought a claim for  
9 construction defect on February 25, 2015. Under AB 125, the statute of repose period is 6 years.  
10 Assume further that the claim was summarily adjudicated in favor of the contractor on February 25,  
11 2016. In this simple hypothetical, a court would correctly rule that the claimant’s construction defect  
12 claim is time-barred as being brought one day after expiration of the six-year period. Under the  
13 Association’s flawed interpretation of AB 421, this previously adjudicated claim could theoretically  
14 be resurrected 3 years and just over 3 months (on June 3, 2019, Governor Sisolak’s signing date of  
15 AB 421) after the claim had been dismissed with prejudice via summary adjudication.

16 A court should “not read statutory language in a manner that produces absurd or  
17 unreasonable results.” *Alenti v. State DMV*, 362 P.3d 83, 87, 2015 Nev. LEXIS 106, \*11, 131 Nev.  
18 Adv. Rep. 87. Here, the Association’s premise that AB 421 can operate to revive previously-  
19 adjudicated claims that were governed by prior repose periods would result in absurd results, as  
20 illustrated by the above hypothetical.

21 Furthermore, the time period between this Court’s May 23, 2019 Order and the passage of  
22 AB 421 has no bearing on the interpretation of AB 421’s retroactive application. Whether AB 421  
23 was passed one day after this Court’s Order or whether it was passed 4 years and 3 months after a  
24 different court’s order, the only reasonable interpretation in either instance is clear—the retroactive  
25 application of AB 421 does not apply to previously-adjudicated claims that have been disposed of  
26 by virtue of the still-controlling six-year statute of repose .

1 The present case must also be distinguished as follows: based on the October 1, 2019  
2 effective date and AB 421's retroactive application, only claimants whose properties were  
3 substantially completed October 1, 2009 or later can bring construction defect claims. In the present  
4 case, this Court has already ruled that the two Towers were both substantially completed before  
5 October 1, 2009. Consequently, even if the Association not brought its claims until AB 421 had  
6 passed, the claims would still have been precluded via the new ten-year statute of repose that  
7 becomes effective October 1, 2019.

8 This Court appropriately applied the controlling law at the time of entering its decision,  
9 following United State Supreme Court precedent. *See Interstate Power Co., Inc. v. Nobles County*  
10 *Bd. Of Comm'rs*, 617 N.W.2d 566, 575 (Minn. 2000) ("The United States Supreme Court also  
11 adheres to the principle that a court is to apply the law in effect at the time it renders its decision.")  
12 (internal quotation marks omitted); *Id.* at 579 ("The general rule that courts apply the law existing at  
13 the time of decision reflects judicial respect for the proper exercise of legislative authority and our  
14 concern for separation of powers."). Consequently, on a substantive level, AB 421 simply has no  
15 effect and will never have any effect on the outcome of the present case.

16 **D. RECONSIDERING THIS COURT'S MAY 23, 2019 ORDER BASED ON AN**  
17 **APPLICATION OF AB 421 WOULD VIOLATE THE BUILDERS' DUE**  
18 **PROCESS BY INFRINGING ON THE BUILDERS' VESTED RIGHTS.**

19 Any application of AB 421 to reconsideration of this Court's May 23, 2019 Order would lead  
20 to an infringement on the Builders' constitutional rights. Put simply, retroactively applying AB 421  
21 after this Court has entered its Order, and after this case has been adjudicated for over three years  
22 since the Association's February 2016 Chapter 40 Notice, would unconstitutionally infringe upon  
23 the Builders' vested right not to be untimely sued.

24 Nevada recognizes that "the protection afforded by the due process clause of the Fourteenth  
25 Amendment to the United States Constitution extends to prevent retrospective laws from divesting  
26 vested rights." *Town of Eureka v. Office of the State Engr. of Nev.*, 108 Nev. 163, 167, 826 P.2d  
27 948, 950 (1992). Similarly, with respect to statutes of repose, the Supreme Court of Nevada has held  
28 that statutes of repose may not be applied retroactively. *Lotter v. Clark County*, 106 Nev. 366, 370,

1 793 P.2d 1320, 1323 (1990); *see also Allstate Ins. Co. v. Furgerson*, 104 Nev. 772, 776, 766 P.2d  
2 904, 907-08 (1988). In *Lotter*, when substantial completion of the construction occurred in 1973,  
3 statutes of repose that were subsequently enacted in 1983 could not be applied retroactively. *Lotter*,  
4 106 Nev. at 370, 793 P.2d at 1323; *see also Cameron v. Atl. Richfield Co.*, 2019 WL 2083050 (Wash.  
5 App. 2019) (“A court looks to the date of substantial completion to determine which version of the  
6 statute of repose applies.”); *M.E.H. v. L.H.*, 685 N.E.2d 335, 339 (Ill. 1997) (“If the claims were  
7 time-barred under the old law, they remained time-barred even after the repose period was abolished  
8 by the legislature.”).

9       Following *Lotter*, the Supreme Court of Nevada again enunciated that “current versions of  
10 the statutes of repose may not be applied retroactively.” *Alsenz*, 108 Nev. at 1120, 843 P.2d at 836.  
11 In *Alsenz*, the Court held that “[t]he 1983 statutes of repose do not apply retroactively to actions  
12 commenced before the effective date of the recent amendment to the statutes of repose, Senate Bill  
13 (SB) 105.” *Id.* at 1121, 843 P.2d at 837 (emphasis in original). As the Supreme Court previously  
14 held in *Lotter*, the *Alsenz* Court agreed that a district court cannot apply the statute of repose  
15 retroactively when substantial completion of the construction occurred prior to the new statutes’  
16 enactment. *See id.* at 1121, 843 P.2d at 836. As the *Alsenz* Court further explained, “it is unfair and  
17 illogical to expect claimants to foresee a new limitations period.” *Id.* at 1122, 843 P.2d at 837 (citing  
18 *Kelly v. Burlington Northern R. Co.*, 896 F.2d 1194, 1198 (9th Cir. 1990)). In other words,  
19 “application of [the new] rule [cannot] serve to cut off [a claimant’s] rights before he was informed  
20 of the new rule and had a reasonable time to file under it.” *Id.* at 1122, 843 P.2d at 838 (quoting  
21 *Kelly* at 1198-99).

22       Here, this Court is bound to precedent and similarly must hold that the amended statute of  
23 repose, as set forth in AB 421, may not be applied retroactively following this Court’s entry of its  
24 Order on the Builders’ Motion for Summary Judgment. As occurred in *Alsenz*, the present action  
25 commenced long before the effective date (October 1, 2019) of the recent amendment to the statute  
26 of repose set forth in AB 421. It was not until after the currently controlling statute of repose  
27 extinguished the Association’s claims and this Court rendered its final judgment that AB 421 was  
28

1 signed by Governor Sisolak. Consequently, application of AB 421 to this case would inappropriately  
2 revive the Association's claim after the applicable 6-year statute of repose extinguished such claim.  
3 Although *Lotter* and *Alsenz* concerned a claimant's right to file suit, defendants, such as the Builders,  
4 similarly have a vested right, as explained further below.

5 Nevada distinguishes a statute of repose from a statute of limitations. *See, e.g., Alsenz*, 108  
6 Nev. at 1120, 843 P.2d at 836. "The legislature enacted the statutes of repose to protect persons  
7 engaged in the planning, design and construction of improvements to real property who otherwise  
8 would endure unending liability, even after they had lost control over the use and maintenance of  
9 the improvement." *Id.* Thus, a cause of action must be "brought within the time frame set forth by  
10 the statute of repose." *G & H Assocs. v. Ernest W. Hahn, Inc.*, 113 Nev. 265, 233, 934 P.2d 229,  
11 271 (1997) (citing *Colony Hill Condo I Ass'n v. Colony Co.*, 320 S.E.2d 273, 276 (N.C. App. 1984).

12 Just as Nevada recognizes the differences between a statute of repose and a statute of  
13 limitations, other states have also enunciated differences between the two. In particular, statutes of  
14 repose, unlike statutes of limitations, define substantive rights to bring an action. *Colony Hill*, 320  
15 S.E.2d at 276. "Failure to file within that period gives the defendant a vested right not to be sued."  
16 *Id.* "Such a vested right cannot be impaired by the retroactive effect of a later statute." *Id.*  
17 Accordingly, a court must put aside any sympathy it may have with a plaintiff property owner whose  
18 claims are barred by the statute of repose, as doing so would "place an unconstitutional burden on  
19 the defendant-builders." *Id.*

20 Similarly, Virginia echoes the critical distinction between a statute of repose and a statute of  
21 limitations. "Conceptually, statutes of repose reflect legislative decisions that as a matter of policy  
22 there should be a specific time beyond which a defendant should no longer be subjected to protracted  
23 liability." *School Bd. v. United States Gypsum Co.*, 360 S.E.2d 325, 328 (Va. 1987) (internal  
24 quotation marks omitted). "Thus a statute of repose is intended as a substantive definition of rights  
25 as distinguished from a procedural limitation on the remedy used to enforce rights." *Id.* Substantive  
26 and vested rights are "protected from retroactive application of statutes," "because such a retroactive  
27 application would violate due process." *Id.* (internal quotation marks omitted).

28



1 Indeed, it is well established that applying statutes retroactively to create liability is  
2 prohibited, as “[t]o give it that effect would be to deprive defendant of its property without due  
3 process of law.” *William Danzer & Co. v. Gulf & S. I. R. Co.*, 268 U.S. 633, 637 (1925). Many  
4 states follow the United States Supreme Court’s lead by prohibiting retroactive application of a  
5 statute to create liability. For example, Kansas has explained: “All applicable, effective laws at the  
6 time the statute of repose expired informed the defendants that the plaintiff’s claims were completely  
7 and totally extinguished.” *Ripley v. Tolbert*, 921 P.2d 1210, 1224 (Kan. 1996). “Thus, the  
8 defendants had no notice, except for knowledge that the legislature can amend laws in the future,  
9 that the plaintiff’s claims might not be completely extinguished or might be revived later by a new  
10 enacted statute when the statute of repose expired.” *Id.* When a plaintiff’s extinguished claims are  
11 revived by subsequent legislation, which was not in effect when the statute of repose expired, the  
12 defendants’ vested rights are impermissibly taken and due process is violated. *Id.*; *see also Harding*  
13 *v. K.C. Wall Prods., Inc.*, 831 P.2d 958, 968 (Kan. 1992) (“The legislature *cannot* revive a cause of  
14 action barred by a statute of repose, as such action would constitute the taking of property without  
15 due process.” (emphasis in original)); *Givens v. Anchor Packing, Inc.*, 466 N.W.2d 771, 773-74  
16 (Neb. 1991) (concluding that the immunity granted by the expiration of a statute of repose is a  
17 property right, protected by due process of law).<sup>3</sup>

18 “[R]efusing to allow the revival of time-barred claims through retroactive application of  
19 extended statutes of limitations” is “the majority rule.” *Roark v. Crabtree*, 893 P.2d 1058, 1063  
20 (Utah 1995) (collecting cases and citing 51 AM. JUR. 2D *Limitation of Actions* § 44 (1970) (“[T]he  
21 great preponderance of authority favors the view that one who has become released from a demand  
22  
23

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24 <sup>3</sup> *See also Johnson v. Lilly*, 823 S.W.2d 883 (Ark. 1992); *Wiley v. Roof*, 641 So. 2d 66, 68-69 (Fla.  
25 1994); *Doe A. v. Diocese of Dallas*, 917 N.E.2d 475 (Ill. 2009); *Henry v. SBA Shipyard, Inc.*, 24  
26 So. 3d 956, 960-61 (La. Ct. App. 2009); *Givens v. Anchor Packing, Inc.*, 466 N.W.2d 771 (Neb.  
27 1991); *Kelly v. Marcantonio*, 678 A.2d 873, 883 (R.I. 1996); *Doe v. Crooks*, 613 S.E.2d 536 (S.C.  
28 2005); *Minnesota ex rel. Hove v. Doese*, 501 N.W.2d 366, 370 (S.D. 1993); *Roark v. Crabtree*, 893  
P.2d 1058, 1062-63 (Utah 1995); *Starnes v. Cayouette*, 419 S.E.2d 669 (Va. 1992), *superseded in*  
*part by* VA. CONST. art. IV, § 14 (effective Jan. 1, 1995) (expressly vesting legislature with the  
right to enact retroactive legislation “based on an intentional tort committed by a natural person”).

1 by the operation of the statute of limitations is protected against its revival by a change in the  
2 limitation law.”)).

3 Here, just as the Association had rights in bringing its claims, the Builders have substantive  
4 and vested rights that are protected from retroactive application of AB 421 following summary  
5 adjudication because such a retroactive application would violate due process. In other words,  
6 retroactively applying AB 421 to revive the Association’s extinguished claims would impermissibly  
7 extend the Builders’ liability without affording them any notice. Neither party had notice of AB 421  
8 when the Association filed its Counter-Claim. In fact, the only knowledge the parties were privy to  
9 during the six years following substantial completion of the Towers, and subsequently during the  
10 pendency of this action, was that the Nevada Legislature can amend laws. Thus, the Builders had  
11 no notice that the Association’s claims might not be completely extinguished or might be revived by  
12 AB 421 when the applicable statute of repose expired and the Builders’ rights vested. Based on the  
13 foregoing, retroactively applying AB 421 to this already adjudicated case would unconstitutionally  
14 infringe upon the Builder’s vested right not to be untimely sued.

15 **E. THE ASSOCIATION’S REQUEST FOR RECONSIDERATION BASED ON**  
16 **THIS COURT’S SUBSTANTIVE FINDINGS IN ITS MAY 23, 2019 ORDER**  
17 **SHOULD BE DENIED.**

18 The Association also takes issue with several substantive rulings in this Court’s May 23,  
19 2019 Order. However, the Association fails to satisfy the predicate justification for this Court to  
20 reconsider ruling on the three legal issues. On this basis alone, there are no valid grounds for which  
21 this Court should re-visit the challenged legal issues. Nonetheless, the Builders substantively address  
22 each of the Association’s contentions to remove any doubt whatsoever as to this Court’s reasoning  
23 and the conclusions in its Order.

24 **i. LEGAL STANDARD**

25 The Nevada Supreme Court has clearly articulated the standard of review for reconsideration  
26 of previously-ruled issues. A rehearing may be granted “[o]nly in very rare instances in which **new**  
27 **issues of fact or law** are raised supporting a ruling contrary to the ruling already reached should  
28 a motion for rehearing be granted.” *Moore v. City of Las Vegas*. 92 Nev. 402, 405, 551 P.2d 244,

246 (1976) (emphasis added). Alternatively, a rehearing may be granted if "the decision [was] **clearly erroneous.**" *Masonry & Tile Contractors Ass'n of S. Nevada v. Jollev, Urea & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (emphasis added. Finally a district court may reconsider a previously decided issue **if substantially different evidence** is subsequently introduced or the decision is clearly erroneous." *Id.* at 741 (emphasis added).

**ii. THE ASSOCIATION HAS FAILED TO DEMONSTRATE A COGNIZABLE BASIS UPON WHICH THIS COURT SHOULD RECONSIDER ITS ORDER.**

The Association's Motion for Reconsideration falls far short of the standard to be met for reconsidering this Court's Order. For all three of the Association's contested legal issues, the Association fails to demonstrate any changes in law, any new evidence that has come to surface, or any clear error that this Court committed.

First, the Association has not cited any intervening changes in controlling law as to the contested legal issues that would warrant reconsideration. Indeed, the Association merely restates the same arguments that were central to its Opposition and Counter-Motion. Instead of citing any new controlling or even persuasive law, the Association merely repeats its earlier arguments from past briefings concerning compulsory counter-claims, the relation-back doctrine, and the bases for good cause.

Second, the Association fails to identify any new evidence that would justify reconsideration. Instead, the Association simply complains that this Court incorrectly ruled on the pertinent issues. All of the facts presented in the Association's Motion for Reconsideration were already vigorously presented to this Court by the Association in its briefing and oral argument.

Third, the Association cites no manifest example of clear error on the part of this Court in rejecting the Association's arguments on the three substantive grounds raised in the Association's Motion for Reconsideration. The Association's contention that error occurred is limited to a re-visitation of its original arguments. Besides disagreeing with this Court's interpretation on the three legal issues, the Association does not bring to this Court's attention anything to show a single

1 manifest example of clear error. Mere disagreement with this Court's interpretation does not mean  
2 such interpretation was clearly erroneous.

3 Because the Association fails to satisfy any legal basis for reconsideration, this Court should  
4 deny the Association's request at the outset.

5 **iii. THE ASSOCIATION'S COUNTER-CLAIM FOR CONSTRUCTION**  
6 **DEFECTS IS NOT COMPULSORY TO THE BUILDERS' CLAIMS.**

7 The Association's first argument is that this Court incorrectly characterized the Association's  
8 claims as not being compulsory to the Builder's claims. Even if the Association had provided a  
9 basis upon which this Court should reconsider its holding on this particular issue (which the  
10 Association has not), there are still no substantive bases for which this Court should reverse its  
11 holding.

12 The Association's principal error in its analysis is that it presumes either overlapping facts  
13 or overlapping subject matter is the sole determinative factor in satisfying the "same transaction or  
14 occurrence standard" for compulsory counter-claims. The Association cites to the *Mendenhall* Court  
15 as providing the "logical relationship test" to analyze whether competing claims fall within the same  
16 transaction or occurrence. Reflective of the inherent amorphousness of this standard, even the  
17 *Mendenhall* Court itself stated that the logical relationship test is "one" such test, but it is not the  
18 determinative test.

19 Regardless, the Association still incorrectly applies the logical relationship test to the subject  
20 claims by incorrectly assuming that a "logical relationship" between claims is satisfied by mere  
21 factual or subject matter overlap between the claims. The basis of the Association's analysis is  
22 captured on Page 8, Lines 10-20, of the Motion for Reconsideration. In that section, the Association  
23 presents a single non-conclusory point in support of its assertion that its Counter-Claim is logically  
24 related to the Builder's claims:

25 "For example, the Builder's allegation of and claim for relief related to claim  
26 preclusion based on the prior lawsuit will require the parties and the Court to  
27 delve into entire scope of the prior litigation, specifically all defects alleged  
28 and litigated before entering into the settlement agreement."

(See **Ex. "C"**, Motion for Reconsideration, Pg. 8, Lines 10-20)

1 However, the Association overlooks the nuance that this Court's Order correctly and succinctly  
2 captured: *while the defects themselves might be relevant to the underlying claims, that alone does*  
3 *not suffice for a "logical relationship" between the claims themselves.* Put a different way, an  
4 overlap between the factual backgrounds of the claims does not amount to them arising out of the  
5 same transaction or occurrence that is the subject matter of the opposing party's claims. It is  
6 precisely for this reason that the Association's fragmented, piecemeal analysis of the overlapping  
7 facts between the subject claims on Pgs. 5-8 of its Motion for Reconsideration does nothing more  
8 than take the alleged facts out of context and thereby forming nothing more than a superficial  
9 connection between them.

10 This overly-simplistic interpretation of the logical relationship test explains the Association's  
11 disagreement with this Court's rationale in its Order. Specifically, the Association states the  
12 following:

13 "With due respect, the HOA believes this analysis is incorrect. The Court  
14 focused on the legal causes of action alleged in the respective pleadings, **not**  
15 **the underlying transaction or occurrence on which the pleadings are**  
16 **based.**"

17 (See **Ex. "C"**, Defendant's Motion for Reconsideration, Pg. 6, Lines 14-17,  
18 Emphasis Added)

19 Essentially, the Association fails to understand that the legal causes of action are significant because  
20 they reflect the underlying transaction or occurrence on which the pleadings are based. Indeed, the  
21 causes of action and the factual background of the claims are not distinct from each other, as the  
22 Association fallaciously argue, but are rather inextricably tied together to form the cognizable claims  
23 being pled. And thus, this Court was correct in its Order to analyze the substantive rights being  
24 asserted in the claims as well as the underlying facts themselves. Also correct in this Court's  
25 analysis was the significance that the Association could have independently brought its claim for  
26 construction defects in an entirely separate complain, thus completely negating the Association's  
27 tenuous argument that they are compulsory.  
28

1 The Association's argument in its Motion for Reconsideration is nearly identical to the  
2 argument presented during the April 23, 2019 hearing. There, the Association's counsel stated:

3 "How in the world can they argue that our actual Chapter 40 claims, which  
4 are the entire subject of their complaint, are not related to or of the same  
transaction or occurrence as what's going on in their complaint?"

5 Our substantive claims are spot on. I don't know how the Court—how would  
6 the Court—the Court's going to have to do the same thing, right. At some  
7 point, you or a jury or somebody is going to have to look at the prior settlement  
8 agreement and determine if our current window claims were settled and  
released in the prior case. Why would we go through this exercise twice?"

9 (See, Recorders Transcript of Pending Motion, **Ex. "H"**, Pg 37 (Lines 22-25)  
10 – Pg. 38 (Lines 1-6))

11 In its Motion for consideration, the Association has done nothing but reiterate its original flawed and  
12 overly-simplistic interpretation that mere overlapping subject matter is sufficient to satisfy logical  
13 relatedness between claims and to characterize them as compulsory.

14 This Court was correct in its ruling that the Association's claim for constructional defects,  
15 which was an independent claim that could have been brought in an entirely distinct complaint, is  
16 not compulsory. Thus, the Association's request for reconsideration must be denied.

17 **iv. THE JAMISON HOLDING PRECLUDES APPLICATION OF THE**  
18 **RELATION-BACK DOCTRINE.**

19 The Association's second request for reconsideration is based on this Court's interpretation  
20 of *Jamison* as a central reason for denying the application of the relation-back doctrine to compulsory  
21 counter-claims. At the outset, it should be noted that the relation-back doctrine would have only  
22 been relevant had this Court viewed the Association's Counter-Claim as compulsory. Because this  
23 Court did not take this position, the question of relation-back became immaterial. However, this  
24 Court, for the purpose of addressing the potential that the Association's Counter-Claim was  
25 compulsory, provided a detailed analysis of *Jamison*. Not surprisingly, the Association expresses  
26 disagreement with this Court's detailed analysis.

1 The Association starts this section of its Motion for Reconsideration by stating “the HOA did  
2 not have a prior opportunity to brief the *Jamison* case because the Builders cited it for the first time  
3 in their reply brief” (*See*, Motion for Reconsideration, Pg. 9, Lines 11-13). This is simply not true.  
4 The Association addressed *Jamison* with an entire paragraph in its Opposition to the Builders’  
5 Motion for Summary Judgment. There, the Association stated the following:

6 “Moreover, this case does not present the same concerns raised in *Jamison*  
7 because the lengthy statute of repose for construction defect claims cannot be  
8 compared to the 90-day statute of limitation on a claim for a deficiency  
9 judgment. These vastly differing substantive claims involve unrelated public  
10 policy concerns leading to the disparity in their statutory limitations, and the  
11 Nevada Supreme Court made it clear that its ruling in *Jamison* was specific to  
12 the facts of that case and not setting forth the general rule of law in Nevada.”

(*See*, Defendant’s Opposition to Plaintiffs/Counter-Defendants’ Motion for  
Summary Judgment Pursuant to NRS 11.202(1), **Ex. “I”**, Pg. 13, Lines 16-  
21)

13 The Association’s narrow interpretation of the *Jamison* holding as it relates to the relation-  
14 back doctrine has not changed since the filing of its Opposition to the Builders’ Motion for Summary  
15 Judgment. The Association raised the same points in its Opposition, the same points in its oral  
16 argument, and the same points now in the Motion for Reconsideration. As such, there is no basis  
17 which would justify this Court re-assessing its ruling on this issue.

18 Notwithstanding the above, the Builders will again respond accordingly to the substantive  
19 grounds of the Association’s re-argument. The Association’s position is that the *Jamison* holding  
20 should not be broadly applied to the facts of the present case. The Association’s counsel already  
21 expressed his reasoning to this Court during the April 23, 2019 oral hearing when he stated the  
22 following:

23 “There’s no case on point in Nevada. The builders point to this *Jamison* case,  
24 that is very factually different from what we’re talking about here. I would  
25 urge the Court to look more closely before deciding the relation of back issue  
26 or at least before accepting the builder’s position on what *Jamison* says.”

(*See*, **Ex. “H”**, Pg. 39, Lines 2-6)

1 Despite the Association's assertions, *Jamison* is on point in Nevada; *Jamison*'s factual differences  
2 are immaterial to the underlying holding regarding the application of the relation-back doctrine to  
3 compulsory counter-claims.

4 The *Jamison* Court clearly and unambiguously held:

5 "..."a plaintiff, by instituting an action before the expiration of a statute of  
6 limitation, does not toll the running of that statute against compulsory  
7 counterclaims filed by the defendant after the statute has expired."

8 *Nev. State Bank v. Jamison Family P'ship*, 106 Nev. 792, 798-99, 801 P.2d  
1377, 1382 (1990).

9 Critically, there is nothing conditional about the *Jamison* holding. The Association lacked sufficient  
10 reasoning to argue otherwise in its prior briefing, and yet now repeats its same arguments in its  
11 Motion for Reconsideration. The Association fails to raise a single new point as to why this Court  
12 erred in its reasoning other than a cursory and conclusory attempt to assert that *Jamison* should be  
13 narrowly anchored to the facts of *Jamison* and not applied to the present case.

14 The Association's protestations notwithstanding, *Jamison* is the controlling doctrine from  
15 the Supreme Court of Nevada. The Association failed to provide any contrary, controlling authority  
16 to contradict or augment *Jamison*. And thus, in addition to *Jamison*'s clear, unconditional holding,  
17 the Association has provided no basis that this Court erred in its assessment, interpretation, and  
18 application of *Jamison* as to the relation-back doctrine.

19 **v. THE COURT CORRECTLY APPLIED THE GOOD CAUSE**  
20 **ANALYSIS UNDER NRS 40.695(2).**

21 In its third and final attempt to re-argue the extensive briefing and oral argument which  
22 preceded this Court's May 23, 2019 Order, the Association takes issue with this Court's analysis of  
23 whether good cause existed to toll the statute of repose period pursuant to NRS 40.695(2).

24 As with the Association's prior two contentions, the Association raises nothing new in this  
25 section of its Motion for Reconsideration that has not already been brought to this Court's attention.  
26 Rather, the Association merely disagrees with this Court's analysis. On this basis, this Court should  
27 decline to consider any further discussion on this point.



1 Nevertheless, the Builders will address the Association's re-argument. The over-arching  
2 flaw in the Association's position, starting with its original Opposition and continuing through its  
3 oral argument during the hearing, is that the Association overlooks the simple fact that the  
4 Association filed its claim for construction defects outside of the statute of repose period, and that it  
5 is therefore the Association's burden to show this Court good cause for such failure.

6 Rather than illustrate to this Court any ground whatsoever for its dilatory conduct, the  
7 Association has made a constant effort to misdirect the attention to the Builders "potential" prejudice.  
8 The Association appears to believe there is good cause if it can simply show there is no prejudice to  
9 the other party. Operating with such a misguided lens, the Association then uses the holding in  
10 *Scrimmer* to further this myopic interpretation.

11 There are multiple flaws with the Association's analysis. First, the *Scrimmer* Court specifically  
12 analyzed good cause analysis under NRCP 4(e), which is a different statutory basis than NRS 40.695.  
13 Second, the *Scrimmer* Court referred to prejudice on the other party only after it considered the  
14 underlying conduct of the party showing good cause. The *Scrimmer* Court did not start with the  
15 question of prejudice. It was only after the petitioners in that case made a requisite showing of why  
16 good cause should exist that the *Scrimmer* Court considered, as a factor, the prejudice to the  
17 respondents. This latter point is precisely why this Court correctly stated in its Order that "[t]he  
18 Association does not show this Court good cause exists for its failure to institute litigation before  
19 October 26, 2016.

20 Whether the Builders' ability to defend the Association's claim is not adversely affected is,  
21 therefore, not relevant to the issue of good cause." (See, Order, Pg. 15, Lines 13-15). Without ever  
22 providing any reason to this Court for the Association's dilatory conduct in filing its construction  
23 defect claims months after the repose period had expired, this Court correctly found that the question  
24 of prejudice to the Builder's is immaterial.

25 Finally, despite the Association's adamant position to the contrary, there is prejudice to the  
26 Builders. The Association delayed its filing for construction defects for months after the claim  
27 should have been brought. By failing to promptly bring its claim, it forced the Builders down a  
28

1 litigation path for months that would have been, by its very nature, different had the claim been  
2 brought in a timely fashion. Nonetheless, as discussed above, this Court is correct in viewing the  
3 question of adverse effect on the Builders as immaterial in its analysis since there was never any  
4 basis provided for good cause by the Association to begin with.

5 **III. CONCLUSION**

6 This Court's May 23, 2019 Order was comprehensive, final, and determinative. The  
7 Association seeks a stay on the basis of AB 421, but this request is procedurally defective.  
8 Furthermore, the Association's request for reconsideration based on AB 421 is defective because  
9 AB 421 does not become effective law until October 1, 2019, months after the required time period  
10 to request reconsideration of this Court's May 23, 2019 Order. Even if the Association was able to  
11 overcome these procedural hurdles, it would have no bearing because AB 421 is not determinative  
12 to the outcome of this case; not only is this case outside of AB 421's relevant scope, but a retroactive  
13 application would be unconstitutional as applied to this case. Lastly, the Association fails to provide  
14 requisite justification for this Court to reconsider any of its three prior substantive findings.

15 It is for these foregoing bases that this Honorable Court should reject the Association's  
16 request for reconsideration and/or a stay of this Court's May 2019 Order.

17  
18 BREMER WHYTE BROWN & O'MEARA, LLP

19  
20 By:  \_\_\_\_\_

21 Peter C. Brown, Esq.

22 Nevada State Bar No. 5887

23 Jeffrey W. Saab, Esq.

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Attorneys for Plaintiffs/Counter-Defendants

LAURENT HALLIER, PANORAMA TOWERS I, LLC, PANORAMA TOWERS I MEZZ, LLC,  
and M.J. DEAN CONSTRUCTION, INC.

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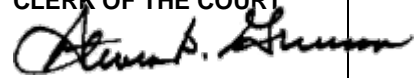
**CERTIFICATE OF SERVICE**

I hereby certify that on this 21<sup>st</sup> day of June 2019 a true and correct copy of the foregoing document was electronically delivered to Odyssey for service upon all electronic service list recipients.



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Alondra Reynolds, an employee of  
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Attorneys for Plaintiffs/Counter-Defendants,  
LAURENT HALLIER; PANORAMA TOWERS I, LLC;  
PANORAMA TOWERS I MEZZ, LLC; and M.J. DEAN  
CONSTRUCTION, INC.

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada Corporation,

Plaintiffs,

vs.

PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
non-profit corporation,

Defendant.

PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
non-profit corporation,

Counter-Claimant,

vs.

) Case No. A-16-744146-D  
)  
) Dept. XXII  
)  
) **APPENDIX TO PLAINTIFFS/  
) COUNTER-DEFENDANTS LAURENT  
) HALLIER; PANORAMA TOWERS I,  
) LLC; PANORAMA TOWERS I MEZZ,  
) LLC; AND M.J. DEAN  
) CONSTRUCTION, INC.'S,  
) OPPOSITION TO  
) DEFENDANTS/COUNTER-  
) CLAIMANTS' MOTION FOR  
) RECONSIDERATION OF THE  
) COURT'S MAY 23, 2019 FINDINGS OF  
) FACT, CONCLUSIONS OF LAW, AND  
) ORDER GRANTING  
) PLAINTIFF'S/COUNTER-  
) DEFENDANTS' MOTION FOR  
) SUMMARY JUDGMENT PURSUANT  
) TO NRS 11.202(1) OR, IN THE  
) ALTERNATIVE, MOTION TO STAY  
) THE COURT'S ORDER  
)  
)  
)**

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada Corporation;  
SIERRA GLASS & MIRROR, INC.; F.  
ROGERS CORPORATION; DEAN ROOFING  
COMPANY; FORD CONTRACTING, INC.;  
INSULPRO, INC.; XTREME EXCAVATION;  
SOUTHERN NEVADA PAVING, INC.;  
FLIPPINS TRENCHING, INC.; BOMBARD  
MECHANICAL, LLC; R. RODGERS  
CORPORATION; FIVE STAR PLUMBING &  
HEATING, LLC, dba SILVER STAR  
PLUMBING; and ROES 1 through , inclusive,  
  
Counter-Defendants.

**APPENDIX TO PLAINTIFFS/COUNTER-DEFENDANTS LAURENT HALLIER;  
PANORAMA TOWERS I, LLC; PANORAMA TOWERS I MEZZ, LLC; AND M.J. DEAN  
CONSTRUCTION, INC.'S, OPPOSITION TO DEFENDANTS/COUNTER-CLAIMANTS'  
MOTION FOR RECONSIDERATION OF THE COURT'S MAY 23, 2019 FINDINGS OF  
FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING PLAINTIFF'S/COUNTER-  
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1)  
OR, IN THE ALTERNATIVE, MOTION TO STAY THE COURT'S ORDER**

COMES NOW, Plaintiffs/Counter-Defendants LAURENT HALLIER, PANORAMA  
TOWERS I, LLC, PANORAMA TOWERS I MEZZ, LLC, and M.J. DEAN CONSTRUCTION,  
INC. (herein after collectively referred to as "the Builders"), by and through their counsel of record,  
Peter C. Brown, Esq., Jeffrey W. Saab, Esq., Devin R. Gifford, Esq. and Cyrus S. Whittaker, Esq.  
of the law firm of Bremer Whyte Brown & O'Meara, LLP and hereby submits their Appendix to  
Opposition to Defendants/Counter-Claimants' Motion for Reconsideration of the Court's May 23,  
2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiff's/Counter-Defendants'  
Motion for Summary Judgment Pursuant to NRS 11.202(1) or, In the Alternative, Motion to Stay  
the Court's Order.

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| <b>Exhibit No.</b> | <b>Brief Description</b>                                                                                                                                                                                                                                                 | <b># of Pages (including exhibit page)</b> | <b>Location of exhibit within Motion</b> |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------|
| A                  | Findings of Fact, Conclusions of Law and Order filed May 23, 2019                                                                                                                                                                                                        | 20                                         | Pages 3, 5, 8                            |
| B                  | Notice of Entry of Order as to Plaintiff's Counter-defendants' Motion for Summary Judgment Pursuant to NRS 11.202(L) Filed February 11, 2019 and Defendant's Counter-Claimant's Conditional Counter-Motion for Relief Pursuant to NRS 40.695(2) filed March 1, 2019      | 23                                         | Pages 3, 5, 8                            |
| C                  | Defendants' Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) or, In the Alternative Motion to Stay the Court's Order filed June 3, 2019 | 32                                         | Pages 3, 5, 8, 10, 18, 19                |
| D                  | Defendant's Motion for Reconsideration of and/or To Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) filed June 13, 2019                               | 32                                         | Pages 4, 5                               |
| E                  | Complaint filed September 28, 2016                                                                                                                                                                                                                                       | 23                                         | Pages 4, 8                               |
| F                  | 2019 Nevada Legislative Manual                                                                                                                                                                                                                                           | 29                                         | Pages 4, 9                               |
| G                  | Nevada Assembly Bill 421 – Committee on Judiciary                                                                                                                                                                                                                        | 17                                         | Pages 4, 10                              |
| H                  | April 23, 2019 Hearing Transcript                                                                                                                                                                                                                                        | 73                                         | Pages 4, 20, 21                          |

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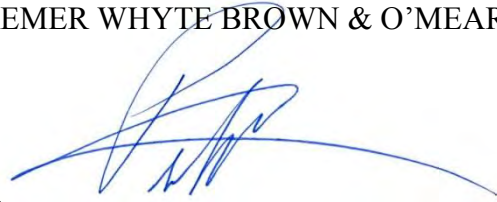
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| Exhibit No. | Brief Description                                                                                                                                                                                             | # of Pages (including exhibit page) | Location of exhibit within Motion |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------|
| I           | Defendant's (1) Opposition to Plaintiffs/Counter-Defendants' Motion for Summary Judgment Pursuant to NRS 11.202(1) and (2) Conditional Countermotion for Relief Pursuant to NRS 40.695(2) filed March 1, 2019 | 30                                  | Pages 4, 21                       |

Date: June 21, 2019

BREMER WHYTE BROWN & O'MEARA LLP



By: \_\_\_\_\_

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Jeffrey W. Saab, Esq.  
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Attorneys for Plaintiffs/Counter-Defendants  
LAURENT HALLIER, PANORAMA TOWERS I,  
LLC, PANORAMA TOWERS I MEZZ, LLC, and  
M.J. DEAN CONSTRUCTION, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 21<sup>st</sup> day of June 2019 a true and correct copy of the foregoing document was electronically delivered to Odyssey for service upon all electronic service list recipients.

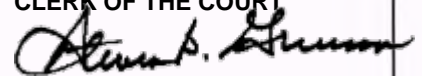


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Alondra Reynolds, an employee of  
Bremer, Whyte, Brown & O'Meara LLP



# EXHIBIT "A"



FFCO

DISTRICT COURT  
CLARK COUNTY, NEVADA

Case No. A-16-744146-D

Dept. No. XXII

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada  
corporation,

Plaintiffs,

Vs.

PANORAMA TOWERS  
CONDOMINIUM UNIT OWNERS'  
ASSOCIATION, a Nevada non-profit  
corporation.

Defendant.

FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND  
ORDER

PANORAMA TOWERS  
CONDOMINIUM UNIT OWNERS'  
ASSOCIATION, a Nevada non-profit  
corporation,

Counter-Claimant,

Vs.

LAURENT HALLIER, an individual;  
PANORAMA TOWERS I, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada  
Corporation,

Counter-Defendants.

1 PANORAMA TOWERS  
2 CONDOMINIUM UNIT OWNERS'  
3 ASSOCIATION, a Nevada non-profit  
4 corporation,

5 Third-Party Plaintiff,

6 Vs.

7 SIERRA GLASS & MIRROR, INC.; F.  
8 ROGERS CORPORATION; DEAN  
9 ROOFING COMPANY; FORD  
10 CONSTRUCTING, INC.; INSULPRO,  
11 INC.; XTREME EXCAVATION;  
12 SOUTHERN NEVADA PAVING, INC.;  
13 FLIPPINS TRENCHING, INC.;  
14 BOMBARD MECHANICAL, LLC; R.  
15 RODGERS CORPORATION; FIVE  
16 STAR PLUMBING & HEATING, LLC  
17 dba SILVER STAR PLUMBING; and  
18 ROES 1 through 1000, inclusive,

19 Third-Party Defendants.<sup>1</sup>

20 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

21 These matters concerning:

- 22 1. Plaintiffs'/Counter-Defendants' Motion for Summary Judgment Pursuant to NRS  
23 11.202(1) filed February 11, 2019; and
- 24 2. Defendant's/Counter-Claimant's Conditional Counter-Motion for Relief Pursuant to  
25 NRS 40.695(2) filed March 1, 2019,  
26 both came on for hearing on the 23<sup>rd</sup> day of April 2019 at the hour of 8:30 a.m. before Department  
27 XXII of the Eighth Judicial District Court, in and for Clark County, Nevada, with JUDGE SUSAN  
28 H. JOHNSON presiding; Plaintiffs/Counter-Defendants LAURENT HALLIER, PANORAMA  
TOWERS I, LLC, PANORAMA TOWERS I MEZZ, LLC and M.J. DEAN CONSTRUCTION,

<sup>1</sup> As the subcontractors are not listed as "plaintiffs" in the primary action, the matter against them is better characterized as a "third-party" claim, as opposed to "counter-claim."



1 INC. appeared by and through their attorneys, JEFFREY W. SAAB, ESQ. and DEVIN R.  
2 GIFFORD, ESQ. of the law firm, BREMER WHYTE BROWN & O'MEARA; and  
3 Defendant/Counter-Claimant/Third-Party Plaintiff PANORAMA TOWERS CONDOMINIUM  
4 UNIT OWNERS' ASSOCIATION appeared by and through their attorneys, MICHAEL J. GAYAN,  
5 ESQ. of the law firm, KEMP JONES & COULTHARD.<sup>2</sup> Having reviewed the papers and pleadings  
6 on file herein, heard oral arguments of the lawyers and taken this matter under advisement, this  
7 Court makes the following Findings of Fact and Conclusions of Law:

8  
9 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

10 1. This case arises as a result of alleged constructional defects within both the common  
11 areas and the 616 residential condominium units located within two tower structures of the  
12 PANORAMA TOWERS located at 4525 and 4575 Dean Martin Drive in Las Vegas, Nevada. On  
13 February 24, 2016, Defendant/Counter-Claimant PANORAMA TOWERS CONDOMINIUM UNIT  
14 OWNERS' ASSOCIATION served its original NRS 40.645 Notice of Constructional Defects upon  
15 Plaintiffs/Counter-Defendants (also identified herein as the "Contractors" or "Builders"), identifying  
16 deficiencies within the residential tower windows, fire blocking, mechanical room piping and sewer.  
17 Subsequently, after the parties engaged in the pre-litigation process with the NRS 40.680 mediation  
18 held September 26, 2016 with no success, the Contractors filed their Complaint on September 28,  
19 2016 against the Owners' Association, asserting the following claims that, for the most part, deal  
20 with their belief the NRS 40.645 notice was deficient:

- 21  
22  
23 1. Declaratory Relief—Application of AB 125;  
24 2. Declaratory Relief—Claim Preclusion;  
25

26  
27 <sup>2</sup>SCOTT A. WILLIAMS, ESQ. of the law firm, WILLIAMS & GUMBINER, also appeared telephonically on  
28 behalf of PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION. Via Minute Order filed  
January 13, 2017, this Court granted the Motion to Associate Counsel filed January 3, 2017 given non-opposition by  
Plaintiffs/Counter-Defendants. However, no formal proposed Order granting the motion was ever submitted to the Court  
for signature.



3. Failure to Comply with NRS 40.600, *et seq.*;
4. Suppression of Evidence/Spoliation;
5. Breach of Contract (Settlement Agreement in Prior Litigation);
6. Declaratory Relief—Duty to Defend; and
7. Declaratory Relief—Duty to Indemnify.

2. On March 1, 2017, PANORAMA TOWER CONDOMINIUM UNIT OWNERS' ASSOCIATION filed its Answer and Counter-Claim, alleging the following claims:

1. Breach of NRS 116.4113 and 116.4114 Express and Implied Warranties; as well as those of Habitability, Fitness, Quality and Workmanship;
2. Negligence and Negligence *Per Se*;
3. Products Liability (against the manufacturers);
4. Breach of (Sales) Contract;
5. Intentional/Negligent Disclosure; and
6. Duty of Good Faith and Fair Dealing; Violation of NRS 116.1113.

3. This Court previously dismissed the constructional defect claims within the mechanical room as being time-barred by virtue of the “catch-all” statute of limitations of four (4) years set forth in NRS 11.220.<sup>3</sup> With respect to challenges to the sufficiency and validity of the NRS 40.645 notice, this Court stayed the matter to allow PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION to amend it with more specificity. This Court ultimately determined the amended NRS 40.645 notice served upon the Builders on April 15, 2018 was valid with respect to the windows' constructional defects only.<sup>4</sup>

...

---

<sup>3</sup>See Findings of Fact, Conclusions of Law and Order filed September 15, 2017.

<sup>4</sup>See Findings of Fact, Conclusions of Law and Order filed November 30, 2018.



1           4.       The Builders or Contractors now move this Court for summary judgment upon the  
2 basis the Association's claims are time-barred by the six-year statute of repose set forth in NRS  
3 11.202(1), as amended by Assembly Bill (AB) 125 in 2015, in that its two residential towers were  
4 substantially completed on January 16, 2008 (Tower I) and March 26, 2008 (Tower II), respectively,  
5 and claims were not brought until February 24, 2016 when the NRS 40.645 Notice was sent; further,  
6 the Association did not file its Counter-Claim until March 1, 2017.

7  
8           5.       PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION  
9 opposes, arguing, first, the Builders do not provide this Court all facts necessary to decide the  
10 motion which, therefore, requires its denial. Specifically, NRS 11.2055, the statute identifying the  
11 date of substantial completion, defines such as being the latest of *three* events: (1) date the final  
12 building inspection of the improvement is conducted; (2) date the notice of completion is issued for  
13 the improvement; or (3) date the certificate of occupancy is issued. Here, the Association argues the  
14 Builders provided only the dates the Certificates of Occupancy were issued for the two towers.<sup>5</sup>  
15 Second, the NRS 40.645 notice was served within the year of "safe harbor" which tolled any  
16 limiting statutes, and the primary action was filed within two days of NRS Chapter 40's mediation.  
17 In the Owners' Association's view, its Counter-Claim filed March 1, 2017 was compulsory to the  
18 initial Complaint filed by the Builders, meaning its claims relate back to September 28, 2016, and  
19 thus, is timely. Further, the Association notes it learned of the potential window-related claims in  
20 August 2013, less than three years before it served its notice, meaning their construction defect  
21 action is not barred by the statute of limitations. The Association also counter-moves this Court for  
22 relief under NRS 40.695(2) as, in its view, good cause exists for this Court to extend the tolling  
23 period to avoid time-barring its constructional defect claims.  
24  
25

26  
27           <sup>5</sup>As noted *infra*, the Certificates of Occupancy also identify the date of the final building inspection as being  
28 March 16, 2007 (Tower I) and July 16, 2007 (Tower II). That is, the Builders identified two of the three events, and not  
just one.



## CONCLUSIONS OF LAW

1  
2       1.       Summary judgment is appropriate and “shall be rendered forthwith” when the  
3 pleadings and other evidence on file demonstrates no “genuine issue as to any material fact  
4 [remains] and that the moving party is entitled to a judgment as a matter of law.” *See* NRCP 56(c);  
5 Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026 (2005). The substantive law controls  
6 which factual disputes are material and will preclude summary judgment; other factual disputes are  
7 irrelevant. *Id.*, 121 Nev. at 731. A factual dispute is genuine when the evidence is such that a  
8 rational trier of fact could return a verdict for the non-moving party. *Id.*

9  
10       2.       While the pleadings and other proof must be construed in a light most favorable to  
11 the non-moving party, that party bears the burden “to do more than simply show that there is some  
12 metaphysical doubt” as to the operative facts in order to avoid summary judgment being entered in  
13 the moving party’s favor. Matsushita Electric Industrial Co. v. Zenith Radio, 475, 574, 586 (1986),  
14 *cited by* Wood, 121 Nev. at 732. The non-moving party “must, by affidavit or otherwise, set forth  
15 specific facts demonstrating the evidence of a genuine issue for trial or have summary judgment  
16 entered against him.” Bulbman, Inc. v. Nevada Bell, 108 Nev. 105, 110, 825 P.2d 588, 591 (1992),  
17 *cited by* Wood, 121 Nev. at 732. The non-moving party “is not entitled to build a case on the  
18 gossamer threads of whimsy, speculation, and conjecture.” Bulbman, 108 Nev. at 110, 825 P.2d  
19 591, *quoting* Collins v. Union Fed. Savings & Loan, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983).  
20  
21

22       3.       Four of Builders’ causes of action seek declaratory relief under NRS Chapter 30.  
23 NRS 30.040(1) provides:

24       Any person interested under a deed, written contract or other writings constituting a contract,  
25 or whose rights, status or other legal relations are affected by a statute, municipal ordinance,  
26 contract or franchise, may have determined any question of construction or validly arising  
27 under the instrument, statute, ordinance, contract or franchise and obtain a declaration of  
28 rights, status or other legal relations thereunder.

...



1 Actions for declaratory relief are governed by the same liberal pleading standards applied in other  
2 civil actions, but they must raise a present justiciable issue. Cox v. Glenbrook Co., 78 Nev. 254,  
3 267-268, 371 P.2d 647, 766 (1962). Here, a present justiciable issue exists as PANORAMA  
4 TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION served the Builders with a notice  
5 of constructional defects pursuant to NRS 40.645 on February 24, 2016, and later demonstrated its  
6 intention to purchase the claims through this litigation. As noted above, the Contractors propose the  
7 remaining claim for constructional defects within the windows is time-barred by virtue of the six-  
8 year statute of repose enacted retroactively by the 2015 Nevada Legislature through AB 125. As set  
9 forth in their First Cause of Action, the Builders seek a declaration from this Court as to the rights,  
10 responsibilities and obligations of the parties as they pertain to the association's claim. As the  
11 parties have raised arguments concerning the application of both statutes of repose and limitation,  
12 this Court begins its analysis with a review of them.  
13

14  
15 4. The statutes of repose and limitation are distinguishable and distinct from each other.  
16 "Statutes of repose' bar causes of action after a certain period of time, regardless of whether  
17 damage or an injury has been discovered. In contrast, 'statutes of limitation' foreclose suits after a  
18 fixed period time following occurrence or discovery of an injury." Alenz v. Twin Lakes Village,  
19 108 Nev. 1117, 1120, 843 P.2d 834, 836 (1993), *citing* Allstate Insurance Company v. Furgerson,  
20 104 Nev. 772, 775 n.2, 766 P.2d 904, 906 n.2 (1988). Of the two, the statute of repose sets an  
21 outside time limit, generally running from the date of substantial completion of the project and with  
22 no regard to the date of injury, after which cause of action for personal injury or property damage  
23 allegedly caused by the deficiencies in the improvements to real property may not be brought. G  
24 and H Associates v. Ernest W. Hahn, Inc., 113 Nev. 265, 271, 934 P.2d 229, 233 (1977), *citing*  
25 Lamb v. Wedgewood South Corp., 308 N.C. 419302 S.E.2d 868, 873 (1983). While there are  
26  
27 ...  
28



1 instances where both the statutes of repose and limitations may result to time-bar a particular claim,  
2 there also are situations where one statute obstructs the cause of action, but the other does not.

3         5.       NRS Chapter 11 does not set forth a specific statute of limitations dealing with the  
4 discovery of constructional defects located within a residence. However, the Nevada Supreme Court  
5 has held these types of claims are subject to the “catch all” statute, NRS 11.220. *See Hartford*  
6 *Insurance Group v. Statewide Appliances, Inc.*, 87 Nev. 195, 198, 484 P.2d 569, 571 (1971).<sup>6</sup> This  
7 statute specifically provides “[a]n action for relief, not hereinbefore provided for, must be  
8 commenced within 4 years after the cause of action shall have accrued.”  
9

10         6.       The four-year limitations period identified in NRS 11.220 begins to run at the time  
11 the plaintiff learns, or in the exercise of reasonable diligence should have learned of the harm to the  
12 property caused by the constructional defect. *Tahoe Village Homeowners Association v. Douglas*  
13 *County*, 106 Nev. 660, 662-664, 799 P.2d 556, 558 (1990), *citing Oak Grove Investment v. Bell &*  
14 *Gossett Co.*, 99 Nev. 616621-623, 669 P.2d 1075, 1078-1079 (1983); *also see G and H Associates,*  
15 *113 Nev. at 272, 934 P.2d at 233, citing Nevada State Bank v. Jamison Partnership*, 106 Nev. 792,  
16 800, 801 P.2d 1377, 1383 (1990) (statutes of limitations are procedural bars to a plaintiff’s action;  
17 the time limits do not commence and the cause of action does not accrue until the aggrieved party  
18 knew or reasonably should have known of the facts giving rise to the damage or injury); *Beazer*  
19 *Homes Nevada, Inc. v. District Court*, 120 Nev. 575, 587, 97 P.3d 1132, 1139 (2004) (“For  
20 constructional defect cases, the statute of limitations does not begin to run until ‘the time the  
21 plaintiff learns, or in the exercise of reasonable diligence should have learned, of the harm to the  
22 property.’”).  
23  
24

25  
26         <sup>6</sup>In *Hartford Insurance Group*, an action was brought for damages to a home caused by an explosion of a heater  
27 made for use with natural as opposed to propane gas. The State’s high court held such matter was not an “action for  
28 waste or trespass to real property” subject to a three-year statute of limitation nor was it an “action upon a contract...not  
founded upon an instrument in writing” even though plaintiff sued under a theory of breach of express and implied  
warranties. *See* NRS 11.190. This action fell into the “catch all” section, NRS 11.220, the statute of limitations of  
which is four (4) years.



1           7.       Prior to February 25, 2015, when AB 125 was enacted into law, the statutes of repose  
2 were contained in NRS 11.203 through 11.205, and they barred actions for deficient construction  
3 after a certain number of years from the date the construction was substantially completed. *See*  
4 Alenz, 108 Nev. at 1120, 843 P.2d at 836. NRS 11.203(1) provided an action based on a known  
5 deficiency may not be brought “more than 10 years after the substantial completion of such an  
6 improvement.” NRS 11.204(1) set forth an action based on a latent deficiency may not be  
7 commenced “more than 8 years after the substantial completion of such an improvement....” NRS  
8 11.205(1) stated an action based upon a patent deficiency may not be commenced “more than 6  
9 years after the substantial completion of such an improvement....” Further, and notwithstanding the  
10 aforementioned, if the injury occurred in the sixth, eighth or tenth year after the substantial  
11 completion of such an improvement, depending upon which statute of repose was applied, an action  
12 for damages for injury to property or person could be commenced within two (2) years after the date  
13 of injury. *See* NRS 11.203(2), 11.204(2) *and* 11.205(2) as effective prior to February 24, 2015.

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16           8.       In addition, prior to the enactment of AB 125, NRS 11.202 identified an exception to  
17 the application of the statute of repose. This exception was the action could be commenced against  
18 the owner, occupier or any person performing or furnishing the design, planning, supervision or  
19 observation of construction, or the construction of an improvement to real property *at any time* after  
20 the substantial completion where the deficiency was the result of willful misconduct or fraudulent  
21 misconduct. For the NRS 11.202 exception to apply, it was the plaintiff, not the defendant, who had  
22 the burden to demonstrate defendant’s behavior was based upon willful misconduct. *See Acosta v.*  
23 Glenfed Development Corp., 128 Cal.App.4<sup>th</sup> 1278, 1292, 28 Cal.Rptr.3d 92, 102 (2005).

24  
25           9.       AB 125 made sweeping revisions to statutes addressing residential construction  
26 defect claims. One of those changes included revising the statutes of repose from the previous six  
27 (6), eight (8) and ten (10) years to no “more than 6 years after the substantial completion of such an  
28



1 improvement..." See NRS 11.202 (as revised in 2015). As set forth in Section 17 of AB 125, NRS  
2 11.202 was revised to state in pertinent part as follows:

3 1. No action may be commenced against the owner, occupier or any person performing or  
4 furnishing the design, planning, supervision or observation of construction, or the  
5 construction of an improvement to real property *more than 6 years* after the substantial  
6 completion of such an improvement for the recovery of damages for:

- 7 (a) Any deficiency in the design, planning, supervision or observation of  
8 construction or the construction of such an improvement;  
9 (b) Injury to real or personal property caused by any such deficiency; or  
10 (c) Injury to or the wrongful death of a person caused by any such deficiency.  
11 (Emphasis added)

12 In addition, the enactment of AB 125 resulted in a deletion of the exception to the application of the  
13 statute of repose based upon the developer's willful misconduct or fraudulent concealment.

14 **10.** Section 21(5) of AB 125 provides the period of limitations on actions set forth NRS  
15 11.202 is to be applied *retroactively* to actions in which the substantial completion of the  
16 improvement to the real property occurred before the effective date of the act. However, Section  
17 21(6) also incorporated a "safe harbor" or grace period, meaning actions that accrued before the  
18 effective date of the act are not limited if they are commenced within one (1) year of AB 125's  
19 enactment, or no later than February 24, 2016.

20 **11.** NRS 11.2055 identifies the date the statute of repose begins to run in constructional  
21 defect cases, to wit: the date of substantial completion of improvement to real property. NRS  
22 11.2055(1) provides:

23 1. Except as otherwise provided in subsection 2, for the purposes of this section and  
24 NRS 11.202, the date of substantial completion of an improvement to real property shall be  
25 deemed to be the date on which:

- 26 (a) The final building inspection of the improvement is conducted;  
27 (b) A notice of completion is issued for the improvement; or  
28 (c) A certificate of occupancy is issued for the improvement, whichever  
occurs later.

...



1 NRS 11.2055(2) states “[i]f none of the events described in subsection 1 occurs, the date of  
2 substantial completion of an improvement to real property must be determined by the rules of the  
3 common law.”

4       **12.** While the statute of repose’s time period was shortened, NRS 40.600 to 40.695’s  
5 tolling provisions were not retroactively changed. That is, statutes of limitation or repose applicable  
6 to a claim based upon a constructional defect governed by NRS 40.600 to 40.695 *still* toll deficiency  
7 causes of action from the time the NRS 40.645 notice is given until the earlier of one (1) year after  
8 notice of the claim or thirty (30) days after the NRS 40.680 mediation is concluded or waived in  
9 writing. *See* NRS 40.695(1). Further, statutes of limitation and repose may be tolled under NRS  
10 40.695(2) for a period longer than one (1) year after notice of the claim is given but only if, in an  
11 action for a constructional defect brought by a claimant after the applicable statute of limitation or  
12 repose has expired, the claimant demonstrates to the satisfaction of the court good cause exists to toll  
13 the statutes of limitation and repose for a longer period.  
14

15       **13.** In this case, the Owners’ Association argues the Builders have not provided sufficient  
16 information to determine when the statute of repose started to accrue, and without it, this Court  
17 cannot decide the motion for summary judgment. Specifically, PANORAMA TOWERS  
18 CONDOMINIUM UNIT OWNERS’ ASSOCIATION proposes the Builders have identified only  
19 one date addressed within NRS 11.2055(1), and to establish the date of accrual, this Court needs all  
20 three as the defining date is the one which occurs last. This Court disagrees with the Association’s  
21 assessment the date of substantial completion has not been established for at least a couple of  
22 reasons. *First*, the Builders did not provide just one date; they identified two events addressed in  
23 NRS 11.2055, i.e. the date of the final building inspection and when the Certificate of Occupancy  
24 was issued as identified in Exhibits C and D of their motion. Those dates are March 16, 2007 and  
25 January 16, 2008, respectively, for Tower I, and July 16, 2007 and March 26, 2008, respectively, for  
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1 Tower II. *Second*, this Court does not consider the Builders' inability or failure to provide the date  
2 of the third event, i.e. when the notice of completion was issued, as fatal to the motion, especially  
3 given the common-law "catch-all" provision expressed in NRS 11.2055(2) that applies if none of the  
4 events described in NRS 11.2055(1) occurs. This Court concludes the dates of substantial  
5 completion are January 16, 2008 (Tower I) and March 16, 2008 (Tower II), respectively, as these  
6 dates are the latest occurrences. Given this Court's decision, the dates of substantial completion  
7 obviously accrued before the enactment of AB 125. Applying the aforementioned analysis to the  
8 facts here, this Court concludes the statute of repose applicable to the Association's constructional  
9 defects claim is six (6) years, but, as it accrued prior to the effective date of AB 125 or February 24,  
10 2015, the action is not limited if it was commenced within one (1) year after, or by February 24,  
11 2016.  
12

13       **14.** In this case, the Association served its NRS 40.645 constructional defect notice on  
14 February 24, 2016, or the date the one-year "safe harbor" was to expire. The service of the NRS  
15 40.645 notice operated to toll the applicable statute of repose until the earlier of one (1) year after  
16 notice of the claim or thirty (30) days after the NRS 40.680 mediation is concluded or waived in  
17 writing. *See* NRS 40.695(1). The NRS 40.680 mediation took place and was concluded on  
18 September 26, 2016. Applying the earlier of the two expiration dates set forth in NRS 40.695, the  
19 statute of repose in this case was tolled thirty (30) days after the mediation or until October 26, 2016,  
20 which is earlier than the one (1) year after the notice was served. PANORAMA TOWERS  
21 CONDOMINIUM UNIT OWNERS' ASSOCIATION had up to and including October 26, 2016 to  
22 institute litigation or its claims would be time-barred.  
23

24       **15.** PANORAMA TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION filed  
25 its Counter-Claim against the Builders on March 1, 2017, over four (4) months after October 26,  
26 2016. As noted above, in the Builders' view, the constructional defect claims relating to the  
27  
28



1 windows, therefore, are time-barred. The Association disagrees, arguing its Counter-Claim was  
2 compulsory, and it relates back to the date of the Complaint's filing, September 28, 2016.

3 Alternatively, the Association counter-moves this Court for relief, and to find good cause exists to  
4 toll the statute of repose for a longer period given its diligence in prosecuting the constructional  
5 defect claims against the Builders. The Court analyzes both of the Association's points below.

6       **16.**     NRCPC 13 defines both compulsory and permissive counter-claims. A counter-claim  
7 is compulsory if it arises out of the transaction or occurrence that is the subject matter of the  
8 opposing party's claim and does not require for its adjudication the presence of third parties of  
9 whom the court cannot acquire jurisdiction. *See* NRCPC 13(a). The purpose of NRCPC 13(a) is to  
10 make an "actor" of the defendant so circuity of action is discouraged and the speedy settlement of all  
11 controversies between the parties can be accomplished in one action. *See Great W. Land & Cattle*  
12 *Corp. v. District Court*, 86 Nev. 282, 285, 467 P.2d 1019, 1021 (1970). In this regard, the  
13 compulsory counter-claimant is forced to plead his claim or lose it. *Id.* A counter-claim is  
14 permissive if it does not arise out of the transaction or occurrence that is the subject matter of the  
15 opposing party's claim. *See* NRCPC 13(b).

16       **17.**     Here, PANORAMA TOWERS CONDOMINIUM UNIT OWNERS'  
17 ASSOCIATION proposes its counter-claims are compulsory as they arise out of the same  
18 transaction or occurrence that is the subject matter of the Builders' claims. This Court disagrees.  
19 The Builders' claims are for breach of the prior settlement agreement and declaratory relief  
20 regarding the sufficiency of the NRS 40.645 notice and application of AB 125. The Association's  
21 counter-claims of negligence, intentional/negligent disclosure, breach of sales contract, products  
22 liability, breach of express and implied warranties under and violations of NRS Chapter 116, and  
23 breach of duty of good faith and fair dealing are for monetary damages as a result of constructional  
24 defects to its windows in the two towers. If this Court ruled against the Builders on their Complaint,  
25  
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1 the Association would not have lost their claims if they had not pled them as counter-claims in the  
2 instant lawsuit. In this Court's view, the Association had two options: it could make a counter-claim  
3 which is permissive or assert its constructional defect claims in a separate Complaint. Here, it  
4 elected to make the permissive counter-claim. The counter-claim does not relate back to the filing  
5 of the Complaint, September 28, 2016.

6       **18.**     However, even if this Court were to decide the counter-claim was compulsory,  
7 meaning the Association was forced to plead its claims in the instant case or lose them, the pleading  
8 still would not relate back to the date of the Complaint' filing. As noted in Nevada State Bank v.  
9 Jamison Family Partnership, 106 Nev. 792, 798, 801 P.2d 1377, 1381 (1990), statutes of limitation  
10 and repose were enacted to "'promote repose by giving security and stability to human  
11 affairs....They stimulate to activity and punish negligence.'" Citing Wood v. Carpenter, 101 U.S.  
12 135, 139, 25 L.Ed.2d 807 (1879). Indeed, the key purpose of a repose statute is to eliminate  
13 uncertainties under the related statute of limitations or repose and to create a final deadline for filing  
14 suit that is not subject to any exceptions except perhaps those clearly specified by the state's  
15 legislature. Without a statute of repose, professionals, contractors and other actors would face  
16 never-ending uncertainty as to liability for their work. As stated by the Supreme Court in Texas in  
17 Methodist Healthcare System of San Antonio, Ltd., LLP v. Rankin, 53 Tex.Sup.Ct.J. 455, 307  
18 S.W.3d 283, 287 (2010), "'while statutes of limitations operate procedurally to bar the enforcement  
19 of a right, a statute of repose takes away the right altogether, creating a substantive right to be free of  
20 liability after a specified time.'" Quoting Galbraith Engineering Consultants, Inc. v. Pochucha, 290  
21 S.W.3d 863, 866 (Tex. 2009). For the reasons articulated above, the Nevada Supreme Court held  
22 the lower court did not err by finding a plaintiff, by instituting an action before the expiration of a  
23 statute of limitation, does not toll the running of that statute against compulsory counter-claims filed  
24 ...  
25  
26  
27  
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